



SUDBURY BOARD OF SELECTMEN  
TUESDAY DECEMBER 3, 2019  
5:15 PM, FLYNN BUILDING - SILVA ROOM

Item #	Time	Action	Item
	5:15 PM		CALL TO ORDER
<b>EXECUTIVE SESSION</b>			
1.	5:15 PM	<i>VOTE</i>	Open in regular session in Flynn Building Silva Conference Room, and immediately vote to enter Executive Session to consider strategy with respect to litigation where an open meeting may have a detrimental effect on the town's litigating position and the chair so declares, pursuant to General Laws chapter 30A, §21(a)(exception 3) with respect to Eversource and Stone Farm, 554 Boston Post Road.
2.		<i>VOTE</i>	Vote to close Executive Session and convene in Open Session at 7:00 PM, Lower Town Hall, 322 Concord Road.
	7:00 PM		Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
<b>TIMED ITEMS</b>			
3.	7:15 PM	<i>VOTE</i>	Vote to open a joint meeting with the Planning Board, and (1) Vote to appoint Planning Board Associate Member John Sugrue to a Full Member of the Planning Board until the next Annual Town Election on March 30, 2020. Also (2) vote to notify the Town Clerk in writing to add the vacant seat (Full Planning Board) to the 2020 Town Election Ballot for a one-year term expiring May 2021.
4.		<i>VOTE / SIGN</i>	Discussion of and possible vote to send a letter to Sudbury State Legislators requesting modifications to Massachusetts House Bill 3507 - Governor Baker's "Housing Choice Initiative." (attached letter signed by Planning Board Chairman)
5.		<i>VOTE</i>	Vote to close Planning Board Meeting and resume Selectmen's meeting.
6.	7:45 PM	<i>VOTE</i>	Open a joint meeting with the Finance Committee to discuss budget process. Also possible vote by the Board of Selectmen on the future need of the Budget Strategies Task Force. Discuss Interim Town Manager's 3-year financial forecast.

*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
7.		<i>VOTE</i>	Vote to close Finance Committee meeting and resume Selectmen's meeting.
8.	8:15 PM		Discussion regarding a citizen's petition to adopt legislation allowing the Town to grant one (1) additional alcoholic beverages serving license to be submitted for the Annual Town Meeting warrant. National Development to represent ownership group, BPR Sudbury LLC, in the request for the issuance of a liquor license to support the addition of a restaurant to the retail lineup at Meadow Walk.
9.	8:30 PM	<i>VOTE</i>	Discussion of Permanent Building Committee membership, and Interview candidate for appointment to the Permanent Building Committee. Following interview, vote whether to appoint Jennifer K. Pincus, 25 Blueberry Hill Lane, as a member of the Permanent Building Committee for a term ending 5/31/22.
<b>MISCELLANEOUS</b>			
10.		<i>VOTE</i>	Discussion and possible vote on next steps re: Fairbank Community Center.
11.		<i>VOTE / SIGN</i>	Vote to sign letter of support to The Sudbury Foundation regarding the Sudbury Housing Authority's undertaking of preliminary assessments of Town-owned parcels for potential future development of affordable rental housing.
12.		<i>VOTE / SIGN</i>	Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler and Entertainment licenses until December 31, 2020; and the Motor Vehicle Classes 1, 2, and 3 licenses until January 1, 2021, as shown on the attached lists.
13.			Citizen's comments (cont.)
14.			Discuss upcoming agenda items
<b>CONSENT CALENDAR</b>			
15.		<i>VOTE</i>	Vote to approve the regular session minutes of 10/22/19 and 10/29/19.
16.		<i>VOTE</i>	Vote to approve the acceptance of Emergency Management Performance Grant (EMPG) funds in the amount of \$4,600 for the purchase of a portable Accountability/Command board system to be used in times of emergency.
17.		<i>VOTE</i>	Vote to approve execution by the Interim Town Manager of Amendment No. 1 of the Woodard and Curran June 28, 2019 Agreement for Engineering Consulting Services for slope stabilization of the Marlboro Road Culvert; and further, to approve execution by the Interim Town Manager of the Agreement between the Town and Woodard and Curran for design and permitting services related to the revised Phase 3 Tasks in the amount of \$35,980, and any documents related thereto.
18.		<i>VOTE</i>	Vote to authorize the Chair of the Board of Selectmen to execute the Certificate of Compliance confirming the criteria for the purchase Unit # 28 in the Villages at Old County Road development

*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

Item #	Time	Action	Item
			at 6 Old County Road have all been met under the Chapter 40B program income guidelines and the dwelling unit's Affordable Housing Deed Rider as specified in the Certificate of Compliance.

*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**EXECUTIVE SESSION**

**1: Executive Session to discuss Stone Farm and Eversource**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Open in regular session in Flynn Building Silva Conference Room, and immediately vote to enter Executive Session to consider strategy with respect to litigation where an open meeting may have a detrimental effect on the town’s litigating position and the chair so declares, pursuant to General Laws chapter 30A, §21(a)(exception 3) with respect to Eversource and Stone Farm, 554 Boston Post Road.

Recommendations/Suggested Motion/Vote: Open in regular session in Flynn Building Silva Conference Room, and immediately vote to enter Executive Session to consider strategy with respect to litigation where an open meeting may have a detrimental effect on the town’s litigating position and the chair so declares, pursuant to General Laws chapter 30A, §21(a)(exception 3) with respect to Eversource and Stone Farm, 554 Boston Post Road.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM

**Bilodeau, Maryanne**

---

**From:** Duchesneau, Adam  
**Sent:** Wednesday, November 13, 2019 11:21 PM  
**To:** Bilodeau, Maryanne; Silverstein, Jonathan M.  
**Subject:** Planning Board Position re 554 Boston Post Road (Stone Farm) Litigation

Hello Maryanne and Jonathan,

At tonight's Planning Board Executive Session, the Board voted unanimously, 5-0, to withdraw as a party from the 554 Boston Post Road (Stone Farm) litigation as long as an agreement is in place which confirms the development of the property will only move forward as approved under the Site Plan Review, Stormwater Management Permit, and Water Resource Protection Overlay District Special Permit as awarded by the Planning Board in 2019.

Please let me know if you have any questions. Thank you.

Adam

Adam L. Duchesneau, AICP  
Director of Planning & Community Development  
Town of Sudbury | Flynn Building, 278 Old Sudbury Road | Sudbury, MA 01776  
t 978-639-3398 | f 978-639-3314 | [DuchesneauA@Sudbury.MA.us](mailto:DuchesneauA@Sudbury.MA.us)  
[www.sudbury.ma.us](http://www.sudbury.ma.us)



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**EXECUTIVE SESSION**

**2: Close Executive Session**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Executive Session and convene in Open Session at 7:00 PM, Lower Town Hall, 322 Concord Road.

Recommendations/Suggested Motion/Vote: Vote to close Executive Session and convene in Open Session at 7:00 PM, Lower Town Hall, 322 Concord Road.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM



## SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**TIMED ITEM****3: Joint meeting with Planning Board**REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning &amp; Comm. Dev.

Formal Title: Vote to open a joint meeting with the Planning Board, and (1) Vote to appoint Planning Board Associate Member John Sugrue to a Full Member of the Planning Board until the next Annual Town Election on March 30, 2020. Also (2) vote to notify the Town Clerk in writing to add the vacant seat (Full Planning Board) to the 2020 Town Election Ballot for a one-year term expiring May 2021.

Recommendations/Suggested Motion/Vote: Vote to open a joint meeting with the Planning Board, and (1) Vote to appoint Planning Board Associate Member John Sugrue to a Full Member of the Planning Board until the next Annual Town Election on March 30, 2020. Also (2) vote to notify the Town Clerk in writing to add the vacant seat (Full Planning Board) to the 2020 Town Election Ballot for a one-year term expiring May 2021.

## Background Information:

Planning Board member Nancy Kilcoyne resigned from the Planning Board effective November 14, 2019. Her resignation leaves one (1) open Full seat on the Planning Board. The appointment of the Associate Member (John Sugrue) to a Full membership seat on the Planning Board would bring the Board's membership to a full five (5) members and allow them to conduct their business in an efficient manner. Additionally, adding the vacant office to the 2020 Town Ballot will allow any and all residents to seek election to fill out Ms. Kilcoyne's remaining Planning Board term until May of 2021. The Town Clerk's office must receive the notice by January 27, 2020 to be added to the ballot for the March 30, 2020 Annual Town Election. Also, it is requested this action item be undertaken as a Joint Meeting with the Planning Board, who also needs to vote regarding this appointment of John Sugrue. If possible, the Planning Board Chair has requested this item be addressed as early as possible in the meeting as he has another meeting in another community later that evening. Only three (3) current Planning Board members will be able to attend on December 3, 2019 and losing only one (1) member will cause the loss of a voting quorum. (Attending will be: Adam Duchesneau, Director of Planning & Community Development, and Planning Board members Stephen Garvin (Chair), Justin Finnicum, and John Hincks.)

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting: Adam Duchesneau, and three Planning Board members

## Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**TIMED ITEM**

**4: Letter to Legislators regarding housing choice initiative (joint PB meeting)**

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Comm Dev.

Formal Title: Discussion of and possible vote to send a letter to Sudbury State Legislators requesting modifications to Massachusetts House Bill 3507 - Governor Baker's "Housing Choice Initiative."  
(attached letter signed by Planning Board Chairman)

Recommendations/Suggested Motion/Vote: Discussion of and possible vote to send a letter to Sudbury State Legislators requesting modifications to Massachusetts House Bill 3507 - Governor Baker's "Housing Choice Initiative." (attached letter signed by Planning Board Chairman)

Background Information:  
attached documents (*and new letter with Garvin's signature*)

Financial impact expected:N/A

Approximate agenda time requested:

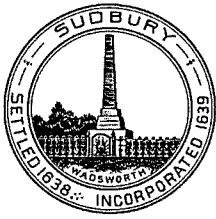
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM





# Town of Sudbury

Office of Selectmen

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

[selectmen@town.sudbury.ma.us](mailto:selectmen@town.sudbury.ma.us)

November 15, 2019

Representative Carmine Gentile  
State House Room 167  
Boston, MA 02133

Senator James Eldridge  
State House Room 511-C  
Boston, MA 02133

Senator Michael Barrett  
State House Room 109-D  
Boston, MA 02133

RE: House Bill 3507

Dear Representative Gentile, Senator Eldridge, and Senator Barrett:

The Sudbury Board of Selectmen and Planning Board are writing to provide comments on House Bill 3507 – Governor Baker’s “Housing Choice Initiative.”

Increased availability and affordability of housing in Massachusetts are important goals. However, we believe the longstanding requirement of a two-thirds legislative majority to amend city or town zoning is important to sound and community-supported municipal land use planning. That requirement should only be restricted as minimally necessary to advance the housing policy goals of H3507.

To that end, we recommend the current provisions of the bill, which would change the quantum of vote required to approve housing-related zoning amendments and special permits to a simple majority, be amended to provide that such lesser majority provisions only apply in municipalities which have not achieved a countable Subsidized Housing Inventory (SHI) of ten percent or more.

Many communities, including Sudbury and others, have successfully and in good faith worked within the existing structure to achieve the ten percent state policy goal established under MGL Chapter 40B, and continue to encourage the development of appropriate affordable housing units. In fact, the Sudbury Planning Board is currently working to bring forth an Inclusionary Zoning Bylaw to the May 2020 Annual Town Meeting. The approach described above would allow communities to maintain what we believe are the proven benefits of the two-thirds majority rule. At the same time, it would incentivize the significant majority of municipalities

November 15, 2019  
Representative Carmine Gentile  
Senator James Eldridge  
Senator Michael Barrett  
Page 2 of 2

within the Commonwealth which have not yet achieved ten percent SHI to move forward on these issues and help remove excessive barriers to moderate income and affordable housing in communities across Massachusetts.

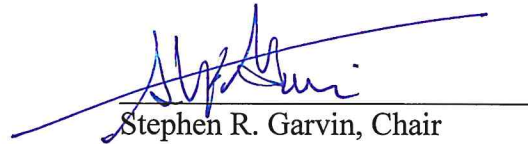
Thank you for your consideration in this matter.

Sincerely,

Sudbury Board of Selectmen

Sudbury Planning Board

\_\_\_\_\_  
Daniel E. Carty, Chairman

  
\_\_\_\_\_  
Stephen R. Garvin, Chair

\_\_\_\_\_  
Patricia A. Brown, Vice Chairman

\_\_\_\_\_  
Janie W. Dretler

\_\_\_\_\_  
Jennifer S. Roberts

\_\_\_\_\_  
William J. Schineller

Attachment4.a: Housing Choice letter\_with\_PB (3576 : Letter to Legislators regarding housing choice initiative (joint PB meeting))

11/22/2019

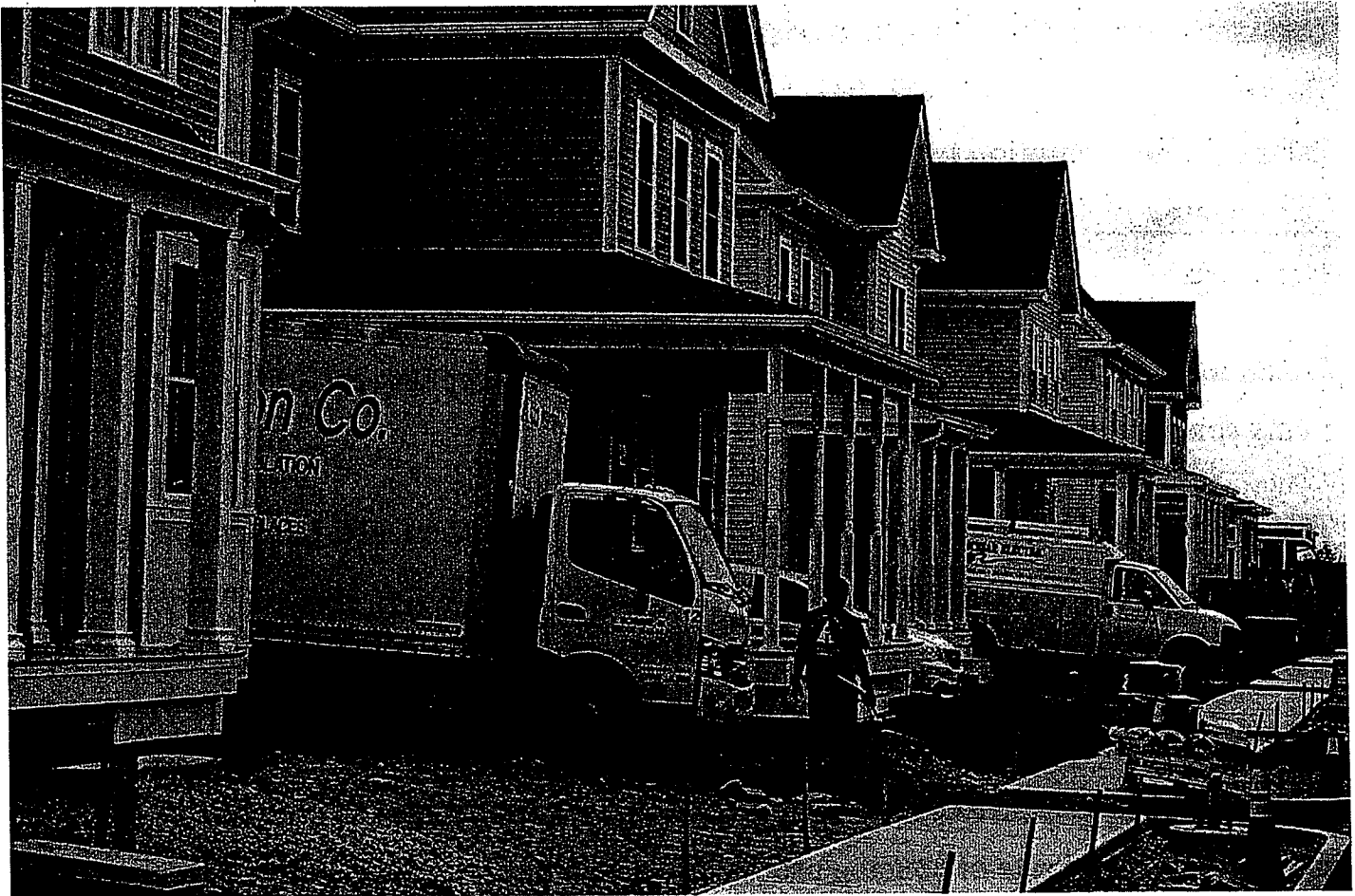
Baker's housing bill stalls again at State House - The Boston Globe

11/22/19

CHESTO MEANS BUSINESS

# Baker's housing bill stalls again at State House

By Jon Chesto Globe Staff, November 21, 2019, 7:40 p.m.



Construction of new housing, such as this at the former South Weymouth Naval Air Station, is lagging in some parts of the state. JONATHAN WIGGS/GLOBE STAFF/FILE 2016/GLOBE STAFF

With roll call votes ending for the year, lawmakers raced to pass heavy-duty bills before time ran out early Thursday morning: \$1.4 billion in extra school funding, restrictions on cellphones in cars, a ban on flavored tobacco products.

Missing in action: Governor Charlie Baker's Housing Choice bill, among his biggest legislative priorities. A year ago, the legislation nearly made it to the finish line

year, supporters couldn't even get it out of committee, let alone to a floor vote.

Lawmakers can return to the bill next year. It is widely viewed as the Legislature's best shot at meaningfully addressing our housing crisis, one that is pronounced in Greater Boston where high home costs push people to live farther away from their jobs. Simply put, the bill would reduce to a simple majority the current two-thirds majority voting threshold for a number of housing-related zoning changes at the local level.

In 2018, some housing advocates argued it didn't go far enough, stalling it. But in 2019, opponents argued the opposite: that it goes too far. Case in point: The Needham Select Board and the mayor of Springfield both sent letters to lawmakers in recent weeks, asking for an exemption for the nearly 70 cities and towns where at least 10 percent of the housing inventory is deemed affordable. Their argument? We're already doing our fair share.

It's almost impossible to imagine housing advocates going along with this idea — so many communities would be exempt.

This hasn't been easy for the Baker administration. Mike Kennealy, Baker's top economic development aide, has orchestrated a veritable Housing Choice Palooza tour to promote the bill, taking him and his cohorts from Williamstown to Provincetown.

Governor Charlie Baker told me neither House Speaker Bob DeLeo nor Senate President Karen Spilka has made a commitment to him about getting the bill done. Baker argues this state's anemic rate of housing production can't continue, not if we want to meet the needs of our growing workforce. In particular, he worries about the fate of downtowns that can no longer survive on retail alone.

The two leaders of the housing committee, Senator Brendan Crighton and Representative Kevin Honan, happen to support Baker's bill. Crighton says the Senate understands the urgency around the issue, but the House holds the majority of

committee seats. Honan, meanwhile, doesn't want to move a bill out the door until he knows it will pass on the floor.

At this rate, it's all but certain the bill can't get done by the time the spring town meeting season rolls around. Another lost opportunity.

So what gives? Some speculate Baker needs to be more aggressive in his deal-making, to offer something up to legislative leadership in return.

Others point to the recent municipal elections. In many places, mayoral and city council races essentially became referendums on the future of local development. One good litmus test was in Revere: Mayor Brian Arrigo's challenger, Dan Rizzo, campaigned on a promise to halt apartment construction for two years. Arrigo — the "pro-housing" candidate — won. Lawmakers may have been waiting to see how that race and those in other cities played out.

The emerging opposition from some cities and towns may be the biggest factor. The Massachusetts Municipal Association has endorsed the bill. But that isn't stopping its members from speaking their mind.

Just look at what went down in Needham, the town where Baker grew up. Select Board Chairman John Bulian says 12.7 percent of the town's housing qualifies as affordable, a solid amount for a suburban town and exceeding the state's 10 percent goal. Bulian says communities doing more than their fair share for affordable housing construction shouldn't be penalized, and should retain the two-thirds voting requirement. The board doesn't normally sound off about state policy, but it sought such an exemption in the bill by writing to state lawmakers last month.

Bulian says he has talked to several other municipal leaders who agree. Among them: Springfield Mayor Domenic Sarno, who wrote to his state delegation on Nov. 15, saying the two-thirds requirement is based on sound land-use planning. Springfield has worked

hard to achieve the state's affordable housing goals, he argues, but the simple majority threshold might still be useful in spurring laggard towns to catch up.

Plenty of mayors are still crying out for Baker's bill. They regularly hear from constituents who are priced out of their cities. Kim Driscoll of Salem says a measure to expand the amount of accessory apartments died at the City Council last month; it had a majority of support, but not two thirds. The super-majority threshold also delayed an ordinance that would allow housing in old religious and municipal buildings in the city, though a version finally passed in September.

Baker's housing legislation may have once seemed like a simple ask, maybe as close as significant bills come to a slam dunk on Beacon Hill. Not anymore.

Jon Chesto can be reached at [jon.chesto@globe.com](mailto:jon.chesto@globe.com). Follow him on Twitter @jonchesto.

Show 13 comments

**MOST POPULAR**

**SPOTLIGHT**

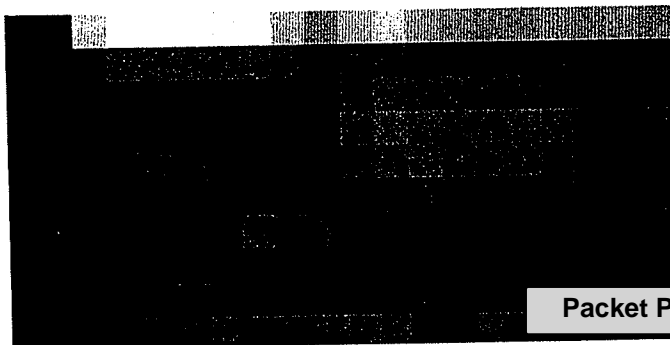
**Seeing Red: Ride-hailing, deliveries add traffic to Boston's crowded streets**

The get-it-now age of Uber and Amazon has delivered something unexpected to Boston's doorstep — new traffic that worsens our soul-crushing snarl.

**KEVIN CULLEN**

**In a small Vermont city: heroin, bullets, and empathy**

The murder of Nick Louras and the police shooting of his cousin had the potential to tear Rutland apart. Instead, it's a grim reminder that no one, no family, is immune to the epidemic of opiates that has haunted and harmed this city and its residents





**TOWN OF NEEDHAM**  
TOWN HALL  
Needham, MA 02492-2669

Office of the  
**SELECT BOARD**

TEL: (781) 455-7500  
FAX: (781) 449-4569

October 22, 2019

Board of Selectmen  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776-1843

Dear Board Members:

The Select Board of Needham has been closely following the progress of House Bill 3507 – Governor Baker’s “Housing Choices Initiative.” While increased availability and affordability of housing in Massachusetts are important goals, the bill as drafted eliminates the longstanding requirement of a two-thirds local legislative majority to amend city or town zoning. We believe that this requirement is important to sound and community-supported municipal land use planning.

Many communities, including Needham and Sudbury, have successfully worked within the existing structure to achieve the ten percent housing goal established under MGL Chapter 40B. We have proposed that the current provisions of the bill that would change the quantum of vote required to approve housing-related zoning amendments and special permits be amended to apply only in municipalities that have not achieved a Subsidized Housing Inventory (SHI) percentage of ten percent or more.

This approach would allow our towns to maintain what we believe are the proven benefits of the two-thirds majority rule. At the same time, it would incentivize municipalities that have not achieved ten percent SHI to move forward.

The Needham Select Board and Planning Board sent the attached letter to our legislative delegation. We encourage you to consider joining Needham and sending a similar letter to your representatives.

If you have any questions or need additional information please contact Kate Fitzpatrick, Town Manager.

Very truly yours,

John A. Bulian, Chair  
Select Board of Needham

cc: Select Board  
Kate Fitzpatrick, Town Manager  
Lee Newman, Director of Planning and Community Development

2019 OCT 24 P 2:58  
RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA



Office of the  
SELECT BOARD

**TOWN OF NEEDHAM**  
TOWN HALL  
Needham, MA 02492-2669

TEL: (781) 455-7500  
FAX: (781) 449-4569

October 3, 2019

Representative Denise Garlick  
State House Room 238  
Boston, MA 02133

Senator Michael Rush  
State House Room 109C  
Boston, MA 02133

Senator Becca Rausch  
State House Room 218  
Boston, MA 02133

RE: House Bill 3507

Dear Representative Garlick, Senator Rush and Senator Rausch:

The Select Board and Planning Board are writing to provide further comment on House Bill 3507 – Governor Baker’s “Housing Choice Initiative.”

Increased availability and affordability of housing in Massachusetts are important goals. However, we believe that the longstanding requirement of a two-thirds local legislative majority to amend city or town zoning is important to sound and community-supported municipal land use planning. That requirement should only be restricted as minimally necessary to advance the housing policy goals of H3507.

To that end, our boards recommend that the current provisions of the bill, which would change the quantum of vote required to approve housing-related zoning amendments and special permits to a simple majority, be amended to provide that such lesser majority provisions only apply in municipalities which have not achieved a countable Subsidized Housing Inventory (SHI) percentage of ten percent or more.

Many communities, including Needham and others, have successfully and in good faith worked within the existing structure to achieve the ten percent state policy goal established under MGL Chapter 40B, and continue to encourage the development of appropriate affordable housing units. This approach would allow them to maintain the benefit of what we believe are the proven benefits of the two-thirds majority rule. At the same time, it would incentivize municipalities which have not achieved ten percent SHI

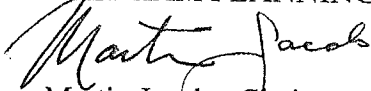


to move forward on these issues and help remove excessive barriers to moderate income and affordable housing in communities across Massachusetts.

Thank you for your consideration of this matter. If you have any questions or need additional information, please contact Kate Fitzpatrick, Town Manager.

Sincerely,

NEEDHAM PLANNING BOARD



Martin Jacobs, Chair

~~SELECT BOARD OF NEEDHAM~~



John Bulian, Chair

Department of Housing and Community Development  
Chapter 40B Subsidized Housing Inventory (SHI)  
as of September 14, 2017

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	518	485	7.6%
Acton	8,475	1,144	568	6.7%
Acushnet	4,097	127	97	2.4%
Adams	4,337	321	321	7.4%
Agawam	12,090	556	505	4.2%
Alford	231	0	0	0.0%
Amesbury	7,041	898	738	10.5%
Amherst	9,621	1,130	1,083	11.3%
Andover	12,324	2,000	1,637	13.3%
Aquinnah	158	41	41	25.9%
Arlington	19,881	1,429	1,121	5.6%
Ashburnham	2,272	144	29	1.3%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	514	410	6.2%
Athol	5,148	310	310	6.0%
Attleboro	17,978	1,155	1,155	6.4%
Auburn	6,808	251	251	3.7%
Avon	1,763	70	70	4.0%
Ayer	3,440	454	299	8.7%
Barnstable	20,550	1,763	1,462	7.1%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,174	972	18.3%
Belchertown	5,771	418	392	6.8%
Bellingham	6,341	733	551	8.7%
Belmont	10,117	675	365	3.6%
Berkley	2,169	103	24	1.1%
Berlin	1,183	254	109	9.2%
Bernardston	930	24	24	2.6%
Beverly	16,522	2,153	1,919	11.6%
Billerica	14,442	1,766	1,118	7.7%
Blackstone	3,606	165	123	3.4%
Blandford	516	1	1	0.2%
Bolton	1,729	192	62	3.6%
Boston	269,482	54,409	51,283	19.0%
Bourne	8,584	1,198	660	7.7%
Boxborough	2,062	325	268	13.0%
Boxford	2,730	72	31	1.1%

Attachment4.d: shiinventory\_sept142017 (3576 : Letter to Legislators regarding housing choice initiative (joint PB meeting))

Boylston	1,765	26	26	1.5%
Braintree	14,260	1,679	1,382	9.7%
Brewster	4,803	306	255	5.3%
Bridgewater	8,288	645	546	6.6%
Brimfield	1,491	71	71	4.8%
<b>Brockton</b>	<b>35,514</b>	<b>4,619</b>	<b>4,619</b>	<b>13.0%</b>
Brookfield	1,452	19	19	1.3%
Brookline	26,201	3,151	2,454	9.4%
Buckland	866	3	3	0.3%
<b>Burlington</b>	<b>9,627</b>	<b>1,707</b>	<b>1,283</b>	<b>13.3%</b>
<b>Cambridge</b>	<b>46,690</b>	<b>7,102</b>	<b>6,911</b>	<b>14.8%</b>
<b>Canton</b>	<b>8,710</b>	<b>1,195</b>	<b>1,090</b>	<b>12.5%</b>
Carlisle	1,740	57	51	2.9%
Carver	4,514	146	146	3.2%
Charlemont	615	3	3	0.5%
Charlton	4,774	83	83	1.7%
Chatham	3,460	180	174	5.0%
Chelmsford	13,741	1,591	1,072	7.8%
<b>Chelsea</b>	<b>12,592</b>	<b>2,439</b>	<b>2,434</b>	<b>19.3%</b>
Cheshire	1,481	0	0	0.0%
Chester	585	13	13	2.2%
Chesterfield	524	17	17	3.2%
<b>Chicopee</b>	<b>25,074</b>	<b>2,637</b>	<b>2,601</b>	<b>10.4%</b>
Chilmark	418	3	3	0.7%
Clarksburg	706	9	9	1.3%
Clinton	6,375	549	549	8.6%
<b>Cohasset</b>	<b>2,898</b>	<b>325</b>	<b>311</b>	<b>10.7%</b>
Colrain	731	0	0	0.0%
<b>Concord</b>	<b>6,852</b>	<b>926</b>	<b>804</b>	<b>11.7%</b>
Conway	803	0	0	0.0%
Cumington	426	16	16	3.8%
Dalton	2,860	159	159	5.6%
<b>Danvers</b>	<b>11,071</b>	<b>1,565</b>	<b>1,149</b>	<b>10.4%</b>
Dartmouth	11,775	1,001	971	8.2%
<b>Dedham</b>	<b>10,115</b>	<b>1,149</b>	<b>1,104</b>	<b>10.9%</b>
Deerfield	2,154	33	33	1.5%
Dennis	7,653	338	324	4.2%
Dighton	2,568	420	144	5.6%
Douglas	3,147	140	140	4.4%
Dover	1,950	69	18	0.9%
Dracut	11,318	861	585	5.2%
Dudley	4,360	104	104	2.4%
Dunstable	1,085	0	0	0.0%
Duxbury	5,532	441	410	7.4%
East Bridgewater	4,897	230	176	3.6%
East Brookfield	888	0	0	0.0%
East Longmeadow	6,072	513	445	7.3%

Eastham	2,632	63	54	2.1%
Easthampton	7,567	1,021	522	6.9%
Easton	8,105	979	787	9.7%
Edgartown	1,962	94	89	4.5%
Egremont	596	0	0	0.0%
Erving	778	0	0	0.0%
Essex	1,477	40	40	2.7%
Everett	16,691	1,061	1,061	6.4%
Fairhaven	7,003	486	486	6.9%
Fall River	42,650	4,847	4,751	11.1%
Falmouth	14,870	1,230	959	6.4%
Fitchburg	17,058	1,680	1,486	8.7%
Florida	335	0	0	0.0%
Foxborough	6,853	869	859	12.5%
Framingham	27,443	2,871	2,871	10.5%
Franklin	11,350	1,814	1,352	11.9%
Freetown	3,263	104	86	2.6%
Gardner	9,064	1,356	1,356	15.0%
Georgetown	3,031	352	352	11.6%
Gill	591	24	24	4.1%
Gloucester	13,270	1,009	972	7.3%
Goshen	440	5	5	1.1%
Gosnold	41	0	0	0.0%
Grafton	7,160	732	365	5.1%
Granby	2,451	67	67	2.7%
Granville	630	0	0	0.0%
Great Barrington	3,072	378	306	10.0%
Greenfield	8,325	1,173	1,155	13.9%
Groton	3,930	343	217	5.5%
Groveland	2,423	137	80	3.3%
Hadley	2,200	264	264	12.0%
Halifax	2,971	28	28	0.9%
Hamilton	2,783	124	84	3.0%
Hampden	1,941	60	60	3.1%
Hancock	326	0	0	0.0%
Hanover	4,832	575	575	11.9%
Hanson	3,572	270	157	4.4%
Hardwick	1,185	9	8	0.7%
Harvard	1,982	247	113	5.7%
Harwich	6,121	335	335	5.5%
Hatfield	1,549	52	52	3.4%
Haverhill	25,557	2,770	2,555	10.0%
Hawley	137	0	0	0.0%
Heath	334	0	0	0.0%
Hingham	8,841	2,798	1,005	11.4%
Hinsdale	918	0	0	0.0%
Holbrook	4,262	440	440	10.3%

Holden	6,624	514	407	6.1%
Holland	1,051	13	13	1.2%
Holliston	5,077	447	236	4.6%
<b>Holyoke</b>	<b>16,320</b>	<b>3,278</b>	<b>3,253</b>	<b>19.9%</b>
Hopedale	2,278	119	119	5.2%
<b>Hopkinton</b>	<b>5,087</b>	<b>842</b>	<b>724</b>	<b>14.2%</b>
Hubbardston	1,627	49	49	3.0%
<b>Hudson</b>	<b>7,962</b>	<b>1,051</b>	<b>892</b>	<b>11.2%</b>
Hull	4,964	84	84	1.7%
Huntington	919	44	44	4.8%
Ipswich	5,735	564	511	8.9%
Kingston	4,881	359	204	4.2%
Lakeville	3,852	590	274	7.1%
Lancaster	2,544	223	140	5.5%
Lanesborough	1,365	28	28	2.1%
<b>Lawrence</b>	<b>27,092</b>	<b>4,076</b>	<b>4,057</b>	<b>15.0%</b>
Lee	2,702	173	176	6.5%
Leicester	4,231	176	176	4.2%
Lenox	2,473	178	178	7.2%
Leominster	17,805	1,493	1,456	8.2%
Leverett	792	2	2	0.3%
<b>Lexington</b>	<b>11,946</b>	<b>1,500</b>	<b>1,321</b>	<b>11.1%</b>
Leyden	300	0	0	0.0%
<b>Lincoln</b>	<b>2,153</b>	<b>310</b>	<b>238</b>	<b>11.2%</b>
<b>Littleton</b>	<b>3,443</b>	<b>649</b>	<b>444</b>	<b>12.9%</b>
Longmeadow	5,874	272	272	4.6%
<b>Lowell</b>	<b>41,308</b>	<b>5,253</b>	<b>5,180</b>	<b>12.5%</b>
Ludlow	8,337	293	293	3.5%
Lunenburg	4,037	195	195	4.8%
<b>Lynn</b>	<b>35,701</b>	<b>4,435</b>	<b>4,435</b>	<b>12.4%</b>
<b>Lynnfield</b>	<b>4,319</b>	<b>744</b>	<b>495</b>	<b>11.5%</b>
<b>Malden</b>	<b>25,122</b>	<b>2,607</b>	<b>2,542</b>	<b>10.1%</b>
Manchester	2,275	137	115	5.1%
<b>Mansfield</b>	<b>8,725</b>	<b>1,035</b>	<b>939</b>	<b>10.8%</b>
Marblehead	8,528	399	333	3.9%
Marion	2,014	204	156	7.7%
<b>Marlborough</b>	<b>16,347</b>	<b>1,962</b>	<b>1,866</b>	<b>11.4%</b>
Marshfield	9,852	775	572	5.8%
Mashpee	6,473	363	337	5.2%
Mattapoissett	2,626	70	70	2.7%
Maynard	4,430	398	380	8.6%
Medfield	4,220	358	304	7.2%
Medford	23,968	2,243	1,694	7.1%
Medway	4,603	468	284	6.2%
Melrose	11,714	1,425	932	8.0%
Mendon	2,072	77	40	1.9%
Merrimac	2,527	397	141	5.6%

Methuen	18,268	1,931	1,641	9.0%
Middleborough	8,921	979	589	6.6%
Middlefield	230	2	2	0.9%
Middleton	3,011	173	151	5.0%
Milford	11,379	976	708	6.2%
Millbury	5,592	244	221	4.0%
Millis	3,148	181	118	3.7%
Millville	1,157	26	26	2.2%
Milton	9,641	737	481	5.0%
Monroe	64	0	0	0.0%
Monson	3,406	138	138	4.1%
Montague	3,926	408	376	9.6%
Monterey	465	0	0	0.0%
Montgomery	337	0	0	0.0%
Mount Washington	80	0	0	0.0%
Nahant	1,612	48	48	3.0%
Nantucket	4,896	179	121	2.5%
<b>Natick</b>	<b>14,052</b>	<b>1,798</b>	<b>1,458</b>	<b>10.4%</b>
<b>Needham</b>	<b>11,047</b>	<b>1,503</b>	<b>1,397</b>	<b>12.6%</b>
New Ashford	104	0	0	0.0%
<b>New Bedford</b>	<b>42,816</b>	<b>5,144</b>	<b>5,110</b>	<b>11.9%</b>
New Braintree	386	0	0	0.0%
New Marlborough	692	0	0	0.0%
New Salem	433	0	0	0.0%
Newbury	2,699	94	94	3.5%
Newburyport	8,015	713	599	7.5%
Newton	32,346	2,543	2,425	7.5%
Norfolk	3,112	218	128	4.1%
<b>North Adams</b>	<b>6,681</b>	<b>866</b>	<b>866</b>	<b>13.0%</b>
North Andover	10,902	1,389	931	8.5%
North Attleborough	11,553	306	294	2.5%
North Brookfield	2,014	142	142	7.1%
North Reading	5,597	652	540	9.6%
<b>Northampton</b>	<b>12,604</b>	<b>1,586</b>	<b>1,356</b>	<b>10.8%</b>
<b>Northborough</b>	<b>5,297</b>	<b>719</b>	<b>610</b>	<b>11.5%</b>
Northbridge	6,144	468	453	7.4%
Northfield	1,290	27	27	2.1%
Norton	6,707	897	533	7.9%
Norwell	3,652	452	297	8.1%
Norwood	12,441	1,047	1,035	8.3%
Oak Bluffs	2,138	158	146	6.8%
Oakham	702	0	0	0.0%
<b>Orange</b>	<b>3,461</b>	<b>405</b>	<b>405</b>	<b>11.7%</b>
Orleans	3,290	334	304	9.2%
Otis	763	0	0	0.0%
Oxford	5,520	404	404	7.3%
Palmer	5,495	310	269	4.9%

Paxton	1,590	62	62	3.9%
Peabody	22,135	2,174	2,051	9.3%
Pelham	564	0	0	0.0%
Pembroke	6,477	771	616	9.5%
Pepperell	4,335	197	130	3.0%
Peru	354	0	0	0.0%
Petersham	525	0	0	0.0%
Phillipston	658	8	8	1.2%
Pittsfield	21,031	2,057	1,936	9.2%
Plainfield	283	0	0	0.0%
<b>Plainville</b>	<b>3,459</b>	<b>619</b>	<b>572</b>	<b>16.5%</b>
Plymouth	22,285	976	721	3.2%
Plympton	1,039	63	51	4.9%
Princeton	1,324	26	26	2.0%
Provincetown	2,122	256	208	9.8%
Quincy	42,547	4,096	4,096	9.6%
<b>Randolph</b>	<b>11,980</b>	<b>1,280</b>	<b>1,280</b>	<b>10.7%</b>
Raynham	5,052	604	489	9.7%
Reading	9,584	1,341	831	8.7%
Rehoboth	4,252	99	27	0.6%
Revere	21,956	1,790	1,780	8.1%
Richmond	706	4	4	0.6%
Rochester	1,865	8	8	0.4%
Rockland	7,030	645	450	6.4%
Rockport	3,460	135	135	3.9%
Rowe	177	0	0	0.0%
Rowley	2,226	179	94	4.2%
Royalston	523	3	3	0.6%
Russell	687	8	8	1.2%
Rutland	2,913	86	86	3.0%
<b>Salem</b>	<b>18,998</b>	<b>2,467</b>	<b>2,425</b>	<b>12.8%</b>
<b>Salisbury</b>	<b>3,842</b>	<b>797</b>	<b>592</b>	<b>15.4%</b>
Sandisfield	401	0	0	0.0%
Sandwich	8,183	605	307	3.8%
Saugus	10,754	808	732	6.8%
Savoy	318	0	0	0.0%
Scituate	7,163	360	315	4.4%
Seekonk	5,272	96	87	1.7%
<b>Sharon</b>	<b>6,413</b>	<b>741</b>	<b>683</b>	<b>10.7%</b>
Sheffield	1,507	30	30	2.0%
Shelburne	893	51	51	5.7%
Sherborn	1,479	41	34	2.3%
Shirley	2,417	57	57	2.4%
Shrewsbury	13,919	957	860	6.2%
Shutesbury	758	2	2	0.3%
Somerset	7,335	273	273	3.7%
Somerville	33,632	3,278	3,250	9.7%

South Hadley	7,091	424	424	6.0%
Southampton	2,310	44	44	1.9%
<b>Southborough</b>	<b>3,433</b>	<b>808</b>	<b>472</b>	<b>13.7%</b>
Southbridge	7,517	499	499	6.6%
Southwick	3,852	164	164	4.3%
Spencer	5,137	268	267	5.2%
<b>Springfield</b>	<b>61,556</b>	<b>10,458</b>	<b>10,192</b>	<b>16.6%</b>
Sterling	2,918	269	68	2.3%
<b>Stockbridge</b>	<b>1,051</b>	<b>113</b>	<b>113</b>	<b>10.8%</b>
Stoneham	9,399	501	495	5.3%
<b>Stoughton</b>	<b>10,742</b>	<b>1,495</b>	<b>1,240</b>	<b>11.5%</b>
Stow	2,500	337	185	7.4%
Sturbridge	3,759	357	209	5.6%
<b>Sudbury</b>	<b>5,921</b>	<b>887</b>	<b>669</b>	<b>11.3%</b>
Sunderland	1,718	0	0	0.0%
Sutton	3,324	176	50	1.5%
Swampscott	5,795	218	212	3.7%
Swansea	6,290	247	236	3.8%
Taunton	23,844	1,720	1,529	6.4%
Templeton	3,014	516	238	7.9%
Tewksbury	10,803	1,312	1,044	9.7%
Tisbury	1,965	123	109	5.5%
Tolland	222	0	0	0.0%
Topsfield	2,157	173	155	7.2%
Townsend	3,356	199	160	4.8%
Truro	1,090	28	25	2.3%
<b>Tyngsborough</b>	<b>4,166</b>	<b>853</b>	<b>447</b>	<b>10.7%</b>
Tyringham	149	0	0	0.0%
Upton	2,820	223	178	6.3%
Uxbridge	5,284	434	264	5.0%
Wakefield	10,459	1,276	758	7.2%
Wales	772	43	43	5.6%
Walpole	8,984	497	485	5.4%
Waltham	24,805	2,724	1,834	7.4%
Ware	4,539	387	387	8.5%
Wareham	9,880	894	764	7.7%
Warren	2,202	101	101	4.6%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	1,745	1,072	6.9%
Wayland	4,957	370	254	5.1%
Webster	7,788	722	722	9.3%
Wellesley	9,090	663	573	6.3%
Wellfleet	1,550	36	30	1.9%
Wendell	419	5	5	1.2%
Wenham	1,404	186	118	8.4%
West Boylston	2,729	413	223	8.2%



West Bridgewater	2,658	175	121	4.6%
West Brookfield	1,578	68	68	4.3%
West Newbury	1,558	116	39	2.5%
West Springfield	12,629	429	429	3.4%
West Stockbridge	645	0	0	0.0%
West Tisbury	1,253	38	23	1.8%
<b>Westborough</b>	<b>7,304</b>	<b>1,265</b>	<b>974</b>	<b>13.3%</b>
Westfield	16,001	1,166	1,158	7.2%
Westford	7,671	1,028	635	8.3%
Westhampton	635	17	17	2.7%
Westminster	2,826	274	87	3.1%
Weston	3,952	285	167	4.2%
Westport	6,417	498	232	3.6%
<b>Westwood</b>	<b>5,389</b>	<b>810</b>	<b>576</b>	<b>10.7%</b>
Weymouth	23,337	1,908	1,771	7.6%
Whately	654	2	2	0.3%
Whitman	5,513	200	200	3.6%
Wilbraham	5,442	306	305	5.6%
Williamsburg	1,165	51	51	4.4%
Williamstown	2,805	249	201	7.2%
<b>Wilmington</b>	<b>7,788</b>	<b>1,067</b>	<b>799</b>	<b>10.3%</b>
Winchendon	4,088	331	331	8.1%
Winchester	7,920	292	244	3.1%
Windsor	387	0	0	0.0%
Winthrop	8,253	638	638	7.7%
Woburn	16,237	1,587	1,419	8.7%
<b>Worcester</b>	<b>74,383</b>	<b>10,076</b>	<b>9,977</b>	<b>13.4%</b>
Worthington	553	22	22	4.0%
<b>Wrentham</b>	<b>3,821</b>	<b>485</b>	<b>485</b>	<b>12.7%</b>
Yarmouth	12,037	634	527	4.4%
<b>Totals</b>	<b>2,692,186</b>	<b>297,863</b>	<b>262,223</b>	<b>9.7%</b>

\*This data is derived from Information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

**HOUSE . . . . . No. 3507**

**The Commonwealth of Massachusetts**



CHARLES D. BAKER  
GOVERNOR

OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE · BOSTON, MA 02133  
(617) 725-4000

KARYN POLITO  
LIEUTENANT GOVERNOR

*February 27, 2019*

To the Honorable Senate and House of Representatives,

In December 2017, the Baker-Polito Administration launched the Housing Choice Initiative. This program encourages cities and town to plan and build the additional housing that is vital to the success of our Commonwealth. By providing incentives, rewards and technical assistance to municipalities, the Housing Choice Initiative has put us on a path to produce 135,000 new units of housing by 2025. We are proud that nearly seventy communities have been designated Housing Choice communities and are participating in the program. Last fall we announced \$5 million in capital grants for thirty-one communities to assist them address crucial infrastructure needs to support local housing production efforts.

At the same time that we announced the Housing Choice Initiative, I filed legislation to address a significant barrier to housing production that the state has created. State law bars cities and towns in Massachusetts from adopting changes to zoning laws unless the municipality is able to secure a 2/3 “supermajority” vote of its legislative body. Only a handful of other states have similar requirements. None of our neighbors in New England place this sort of restriction on local decision making. This self-inflicted wound has damaged our ability to build the housing our residents need.

Our bill received widespread, bi-partisan support. Therefore, I am re-filing this legislation in the form in which it was reported favorably by the Joint Committee on Housing as “An Act to Promote Housing Choices.” As was the case with the original bill, this legislation

Attachment 4.e: H3507 : Letter to Legislators regarding housing choice initiative (Joint PB meeting))

allows cities and towns to adopt the following local zoning by majority vote of their legislative bodies:

- Reducing dimensional requirements, such as minimum lot sizes, to allow homes to be built closer together
- Adopting smart growth zoning districts and starter home zoning districts
- Allowing multi-family housing as of right or by special permit in locations such as town centers, near transit and in other locations that would be eligible for a smart growth zoning district
- Allowing mixed-use developments by special permit in town and city centers, commercial districts and rural village districts
- Allowing a small accessory dwelling unit or “in-law” apartment in the same building or on the same lot as an existing home
- Providing for “Natural Resource Protection Zoning,” “Open Space Residential Development” and transfers of development rights to allow the clustering of new development while protecting open space or conservation land
- Allowing special permits to enable developments that have more density or fewer parking spaces.

When a majority of a city or town legislative body wants to adopt zoning that will encourage housing production, state law should not stand in the way. Each year that passes means another season of town meetings that come and go with the supermajority requirement in place. Each year is a missed opportunity to build needed housing in accordance with local decision-making governed by majority rule. Time is of the essence as we join together to meet our urgent housing needs. I urge your prompt enactment of this legislation.

Respectfully submitted

Charles D. Baker,  
*Governor*

# HOUSE . . . . . No. 3507

A message from His Excellency the Governor recommending legislation relative to promoting housing choices (House, No. 3507). February 28, 2019.

## The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court  
(2019-2020)

An Act to promote housing choices.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. Section 4A of chapter 40 of the General Laws, as appearing in the 2016  
2 Official Edition, is hereby amended by adding the following paragraph:-

3 By a majority vote of their legislative bodies, and with the approval of the mayor, board  
4 of selectmen or other chief executive officer, any contiguous cities and towns may enter into an  
5 agreement to allocate public infrastructure costs, municipal service costs and local tax revenue  
6 associated with the development of an identified parcel or parcels or development within the  
7 contiguous communities generally, provided that said agreement is approved by the department  
8 of revenue.

9 SECTION 2. Section 1A of chapter 40A of the General Laws, as so appearing, is hereby  
10 amended by inserting after the introductory paragraph the following 7 definitions:-

11 “Accessory dwelling unit”, a self-contained housing unit, inclusive of sleeping, cooking  
12 and sanitary facilities on the same lot as a principal dwelling, subject to otherwise applicable  
13 dimensional and parking requirements, that: (i) maintains a separate entrance, either directly

14 from the outside or through an entry hall or corridor shared with the principal dwelling sufficient  
15 to meet the requirements of the state building code for safe egress; (ii) is not larger in floor area  
16 than 1/2 the floor area of the principal dwelling or 900 square feet, whichever is smaller; and (iii)  
17 is subject to such additional restrictions as may be imposed by a municipality, including but not  
18 limited to additional size restrictions, owner-occupancy requirements, and restrictions or  
19 prohibitions on short-term rental of accessory dwelling units.

20 “As of right”, development may proceed under a zoning ordinance or by-law without the  
21 need for a special permit, variance, zoning amendment, waiver, or other discretionary zoning  
22 approval.

23 “Lot”, an area of land with definite boundaries that is used or available for use as the site  
24 of a building or buildings.

25 “Mixed-use development”, development containing a mix of residential uses and non-  
26 residential uses, including, without limitation: commercial, institutional, industrial or other uses;  
27 all conceived, planned and integrated to create vibrant, workable, livable and attractive  
28 neighborhoods.

29 “Multi-family housing”, a building with 3 or more residential dwelling units or 2 or more  
30 buildings on the same lot with more than 1 residential dwelling unit in each building.

31 “Natural resource protection zoning”, zoning ordinances or by-laws enacted principally  
32 to protect natural resources by promoting compact patterns of development and concentrating  
33 development within a portion of a parcel of land so that a significant majority of the land remains  
34 permanently undeveloped and available for agriculture, forestry, recreation, watershed  
35 management, carbon sequestration, wildlife habitat or other natural resource values.

36 “Open space residential development”, a residential development in which the buildings  
 37 and accessory uses are clustered together into one or more groups separated from adjacent  
 38 property and other groups within the development by intervening open land. An open space  
 39 residential development shall be permitted only on a plot of land of such minimum size as a  
 40 zoning ordinance or by-law may specify which is divided into building lots with dimensional  
 41 control, density and use restrictions for such building lots varying from those otherwise  
 42 permitted by the ordinance or by-law and open land. Such open land may be situated to promote  
 43 and protect maximum solar access within the development. Such open land shall either be  
 44 conveyed to the city or town and accepted by it for park or open space use, or be made subject to  
 45 a recorded use restriction enforceable by the city or town or a non-profit organization the  
 46 principal purpose of which is the conservation of open space, providing that such land shall be  
 47 kept in an open or natural state and not be built for residential use or developed for accessory  
 48 uses such as parking or roadway.

49 SECTION 3. Said section 1A of said chapter 40A, as so appearing, is hereby further  
 50 amended by inserting after the definition of “Special permit granting authority” the following 2  
 51 definitions:-

52 “TDR zoning”, zoning that authorizes transfer of development rights by permitting  
 53 landowners in specific preservation areas identified as sending areas to sell their development  
 54 rights to landowners in specific development districts identified as receiving areas.

55 “Transfer of development rights”, the regulatory procedure whereby the owner of a  
 56 parcel may convey development rights, extinguishing those rights on the first parcel, and where

57 the owner of another parcel may obtain and exercise those rights in addition to the development  
58 rights already existing on that second parcel.

59 SECTION 4. Section 5 of said chapter 40A, as so appearing, is hereby amended by  
60 striking out the fifth paragraph and inserting in place thereof the following paragraph:-

61 Except as provided herein, no zoning ordinance or by-law or amendment thereto shall be  
62 adopted or changed except by a two-thirds vote of all the members of the town council, or of the  
63 city council where there is a commission form of government or a single branch, or of each  
64 branch where there are two branches, or by a two-thirds vote of a town meeting; provided,  
65 however, the following shall be adopted by a vote of a simple majority of all members of the  
66 town council or of the city council where there is a commission form of government or a single  
67 branch or of each branch where there are two branches or by a vote of a simple majority of town  
68 meeting:

69 (1) An amendment to a zoning ordinance or by-law to allow any of the following as of  
70 right: (a) multifamily housing or mixed-use development in a location that would qualify as an  
71 eligible location for a smart growth zoning district under section 2 of chapter 40R of the general  
72 laws; (b) accessory dwelling units; or (c) open-space residential development.

73 (2) An amendment to a zoning ordinance or by-law to allow by special permit: (a) multi-  
74 family housing or mixed-use development in a location that would qualify as an eligible location  
75 for a smart growth zoning district under section 2 of chapter 40R of the general laws; (b) an  
76 increase in the permissible density of population or intensity of a particular use in a proposed  
77 development pursuant to section 9 of chapter 40A of the general laws; or (c) a diminution in the

78 amount of parking required for residential or mixed-use development pursuant to section 9 of  
79 chapter 40A of the general laws;

80 (3) Zoning ordinances or by-laws or amendments thereto that (a) provide for TDR zoning  
81 or natural resource protection zoning in instances where the adoption of such zoning promotes  
82 concentration of development in areas that the municipality deems most appropriate for such  
83 development, but will not result in a diminution in the maximum number of housing units that  
84 could be developed within the municipality; or (b) modify regulations concerning the bulk and  
85 height of structures, yard sizes, lot area, setbacks, open space, parking and building coverage  
86 requirements to allow for additional housing units beyond what would otherwise be permitted  
87 under the existing zoning ordinance or by-law.

88 (4) The adoption of a smart growth zoning district or starter home zoning district in  
89 accordance with section 3 of chapter 40R of the general laws.

90 Provided, further, that any amendment that requires a simple majority vote shall not be  
91 combined with amendments that require a two-thirds majority vote. provided, further, that if in a  
92 city or town with a council of fewer than 25 five members there is filed with the clerk prior to  
93 final action by the council a written protest against a zoning change under this section, stating the  
94 reasons duly signed by owners of 50 per cent or more of the area of the land proposed to be  
95 included in such change or of the area of the land immediately adjacent extending 300 feet  
96 therefrom, no change of any such ordinance shall be adopted except by a two-thirds vote of all  
97 members.

98 SECTION 5. Section 9 of said chapter 40A, as so appearing, is hereby amended by  
99 inserting after the word “interests,” in line 34, the following words:- ; provided, however, that



100 nothing herein shall prohibit a zoning ordinance or by-law from allowing transfer of  
 101 development rights to be permitted as of right, without the need for a special permit or other  
 102 discretionary zoning approval.

103 SECTION 6. Said section 9 of said chapter 40A, as so appearing, is hereby further  
 104 amended by striking out, in line 35, the word “cluster” and inserting in place thereof the  
 105 following words:– open space residential.

106 SECTION 7. Said section 9 of said chapter 40A, as so appearing, is hereby further  
 107 amended by striking out, in line 39, the word “cluster” and inserting in place thereof the  
 108 following words:– open space residential.

109 SECTION 8. Said section 9 of said chapter 40A, as so appearing, is hereby further  
 110 amended by inserting, after the word “control,” in line 43, the following words:- ; provided,  
 111 however, that nothing herein shall prohibit a zoning ordinance or by-law from allowing open  
 112 space residential developments to be permitted as of right, without the need for a special permit  
 113 or other discretionary zoning approval.

114 SECTION 9. Said section 9 of said chapter 40A, as so appearing, is hereby further  
 115 amended by striking out the 7th paragraph and inserting in place thereof the following  
 116 paragraph:-

117 Zoning ordinances or by-laws may also provide that special permits may be granted for  
 118 reduced parking space to residential unit ratio requirements after a finding by the special  
 119 permit granting authority that the public good would be served and that the area in which the  
 120 development is located would not be adversely affected by such diminution in parking.

121 SECTION 10. Said section 9 of said chapter 40A, as so appearing, is hereby further  
 122 amended by inserting after the 12th paragraph the following paragraph:-

123 However, a special permit issued by a special permit granting authority shall require a  
 124 simple majority vote for any of the following: (a) multifamily housing that is located within .5  
 125 miles of a commuter rail station, subway station, ferry terminal, or bus station, provided, not less  
 126 than 10 per cent of the housing is affordable to and occupied by households whose annual  
 127 income is less than 80 per cent of the area wide median income as determined by the United  
 128 States Department of Housing and Urban Development and affordability is assured for a period  
 129 of not less than 30 years through the use of an affordable housing restriction as defined in section  
 130 31 of chapter 184; (b) mixed-use development in centers of commercial activity within a  
 131 municipality, including town and city centers, other commercial districts in cities and towns, and  
 132 rural village districts, provided, not less than 10 per cent of the housing is affordable to and  
 133 occupied by households whose annual income is less than 80 per cent of the area wide median  
 134 income as determined by the United States Department of Housing and Urban Development and  
 135 affordability is assured for a period of not less than 30 years through the use of an affordable  
 136 housing restriction as defined in section 31 of chapter 184; or (c) A reduced parking space to  
 137 residential unit ratio requirement, pursuant to this section, provided that a reduction in the  
 138 parking requirement will result in the production of additional housing units.

139 SECTION 11. Section 3 of chapter 40R of the General Laws, as so appearing, is hereby  
 140 amended by inserting after the figure “40A,” in line 10, the following words:- ; provided,  
 141 however, that a smart growth zoning district or starter home zoning district ordinance or by-law  
 142 shall be adopted by a simple majority vote of all the members of the town council, or of the city

143 council where there is a commission form of government or a single branch, or of each branch  
144 where there are two branches, or by a simple majority vote of a town meeting.

145 SECTION 12. Section 1 of chapter 40S of the General Laws, as so appearing, is hereby  
146 amended by striking out the word “properties” in line 51 and inserting in place thereof the  
147 following word:- buildings.

148 SECTION 13. Said section 1 of said chapter 40S, as so appearing, is hereby further  
149 amended by inserting after the figure “40R,” in line 61, the following words:- including without  
150 limitation smart growth zoning districts and starter home zoning districts as defined in section 1  
151 of said chapter 40R.

152 SECTION 14. The secretary of housing and economic development shall report annually  
153 to the clerks of the house of representatives and the senate, who shall forward the report to the  
154 house of representatives and the senate, the chairs of the joint committee on housing, and the  
155 chairs of the senate and house committees on ways and means, on the activities and status of the  
156 Housing Choice Initiative, as described by the governor in a message to the general court dated  
157 December 11, 2017, including progress made towards the production of 135,000 new units by  
158 2025. The report also shall include a list of all cities and towns that qualify as “housing choice”  
159 communities and a list and description of grant funds disbursed to such cities and towns and a  
160 description of how the funds were used to support the production of new housing.



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**TIMED ITEM**

**5: Close Planning Board Meeting and resume BOS meeting**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Planning Board Meeting and resume Selectmen's meeting.

Recommendations/Suggested Motion/Vote: Vote to close Planning Board Meeting and resume Selectmen's meeting.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**TIMED ITEM**

**6: Joint mtg with FinCom - BSTF and financial forecast**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Open a joint meeting with the Finance Committee to discuss budget process. Also possible vote by the Board of Selectmen on the future need of the Budget Strategies Task Force. Discuss Interim Town Manager's 3-year financial forecast.

Recommendations/Suggested Motion/Vote: Open a joint meeting with the Finance Committee to discuss budget process. Also possible vote by the Board of Selectmen on the future need of the Budget Strategies Task Force. Discuss Interim Town Manager's 3-year financial forecast.

Background Information:  
See attached documents

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM

## Budget Strategies Task Force

(Revised 6/8/17)

### Mission Statement:

The Board of Selectmen is creating this committee to enhance the Town of Sudbury's budgeting process by means of collaboration and communication among the three major cost centers – Sudbury Public Schools, Lincoln Sudbury Regional High School and the Town of Sudbury – through the sharing of information about budget pressures and anticipated unusual expenses or cost savings, through the exploring of possibilities for cost sharing among and across cost centers, through eliciting proposals for improving the budget hearing and pre-budget hearing process, and through discussion of other procedures that might result in an improved budgeting process for the Town of Sudbury.

The Task Force will post, conduct, and record its meetings in compliance with the Massachusetts Open Meeting Law.

### Membership:

Members of *Budget Strategies Task Force* shall be appointed by the Board of Selectmen according to the following list. All appointments shall expire on June 30, 2018, but may be extended by the Board of Selectmen.

- Two members of the Board of Selectmen
- Two members of the Finance Committee
- Two members of the Sudbury Public Schools Committee
- Two members of the Lincoln-Sudbury Regional School Committee
- Town of Sudbury Town Manager
- Sudbury Public Schools Superintendent
- Lincoln-Sudbury Regional High School Superintendent

The Committee shall elect a Chair, Vice-chair, and a Clerk from among its members. The Chair will run meetings, be the designated communications link with the Town Manager and School Superintendents or other Town staff, and schedule committee meetings.

### Compliance with State and Local Laws and Town Policies

The members of the Budget Strategies Task Force are responsible for conducting their activities in a manner which is in compliance with all relevant state and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law, as well as all Town policies which affect committee membership. In particular, all appointments are subject to the following:

The Code of Conduct for Selectmen Appointed Committee

The Town's Email Communication for Committee Members Policy

Anyone appointed to serve on a Town committee by the Board of Selectmen agrees that he/she will use email communication in strict compliance with the Town of Sudbury's email policy, and further understands that any use of email communication outside of this policy can be considered grounds for removal from the committee by the Selectmen.

Use of the Town's Web site

The Committee will keep minutes of all meetings and post them on the Town's web site. The Committee will post notice of meetings on the Town's website as well as at the Town Clerk's Office.

## Members

Members					
Name	Position	Address	Term	End Date	Appointed By
Patricia Brown	Member	34 Whispering Pine Road	1	06/30/2019	Selectmen
Susan L. Berry	Chairman	4 Dawson Dr	1	06/30/2019	Selectmen
Jean Nam	Member	81 New Bridge Rd	1	06/30/2019	Selectmen
Lisa V. Kouchakdjian	Member	30 Meadowbrook Cir	1	06/30/2019	Selectmen
Silvia M . Neressian	Member	555 Dutton Rd	1	06/30/2019	Selectmen
Radha R. Gargeya	Member	120 Powder Mill Road	1	06/30/2019	Selectmen
Maryanne Bilodeau	Member	278 Old Sudbury Road	1	06/30/2019	Selectmen
Brad Crozier	Member	40 Fairbank Road	1	06/30/2019	Selectmen
Bella Wong	Member	390 Lincoln Road	1	06/30/2019	Selectmen
Daniel E. Carty	Member	15 Stonebrook Rd	1	06/30/2019	Selectmen
Carole Kasper	Member	140 Concord Rd, Lincoln	1	06/30/2019	Selectmen
Kevin J. Matthews	Alternate	137 Haynes Rd	1	06/30/2019	Selectmen

- ✉ [Email this Page](#)
- 🔍 [Back to Budget Strategies Task Force](#)

## Budget Strategies Task Force

Interested in serving on this committee?

[Appointment Application](#)

The Board of Selectmen created this committee on June 17, 2015 to enhance the Town of Sudbury's budgeting process by means of collaboration and communication among the three major cost centers – Sudbury Public Schools, Lincoln Sudbury Regional High School and the Town of Sudbury – through the sharing of information about budget pressures and anticipated unusual expenses or cost savings, through the exploring of possibilities for cost sharing among and across cost centers, through eliciting proposals for improving the budget hearing and pre-budget hearing process, and through discussion of other procedures that might result in an improved budgeting process for the Town of Sudbury.

[Click here](#) to download the complete committee mission statement.

## Related Departments

Counterpart Committees

- [Finance Committee](#)
- [Board of Selectmen](#)

## Contact

Email: [bstf@sudbury.ma.us](mailto:bstf@sudbury.ma.us)



Copyright © 2019. Town of Sudbury, some rights reserved.

Send questions and comments to [webmaster@sudbury.ma.us](mailto:webmaster@sudbury.ma.us).

Attachment6.b: BSTF membership (3486 : Joint mtg with FinCom - BSTF and financial forecast)

## Town of Sudbury Finance Committee

November 20, 2019

To: Board of Selectmen of the Town of Sudbury  
 Lisa Kouchakdjian, Chair of the Sudbury Public School Committee  
 Ellen Joachim, Chair of the Lincoln Sudbury Regional School District Committee  
 Bella Wong, Superintendent of Lincoln-Sudbury Regional High School  
 Maryanne Bilodeau, Acting Town Manager for the Town of Sudbury  
 Brad Crozier, Superintendent of the Sudbury Public Schools

RE: Fiscal Year 2021 Budget Process and Guidelines

Dear Town and School Officials and Administrators:

A key goal for the Finance Committee is to be able to explain the primary budget drivers to our fellow residents at town meeting. We want to enable residents to be able to make informed decisions on the budget with this information. To that end, we are focusing during the upcoming budget sessions on understanding these drivers.

Over the past few years, we have made significant progress toward this goal with the use of the Budget Reconciliation Sheet (Exhibit 2 and attached). The reconciliation sheet provides a format for our committee to understand:

- what is changing in your budget year over year
- what has to change to support current programs
- additional changes to the budget
- mandated state and other programs

With this format, we can easily understand the budgets for the three cost centers and explain the changes to the town. Please work with your Finance Committee liaison to adapt the worksheet to match your budgeting process while still giving us the ability to combine the worksheets to get a holistic view of the changes in the town's budget.

This year, as we discussed in the Spring, we wanted to extend the reconciliation sheet to a three year plan. The goal of these sheets was to provide Fincom with a working model for about 80% of the expenses each cost center incurs. Extending the reconciliation to three years, allows us to:

- avoid budget surprises in future years



- be able to explain to voters the impact of additional programming added to a budget over multiple years
- get the future commitment, at least in principle, for new programming

Understanding the cost drivers is the first step in setting this year's budget guidelines. Once we get the three year forecasted costs from each group, we can start to balance these needs against the revenue projections for the town and start to hone in on a non-override budget recommendation. In addition, this preparation work will also enable us to understand the drivers for potential override budgets.

In addition to the reconciliation sheets (Exhibit 2), please submit the additional information requested in Exhibit I.

As you work your way through the budget process, here are important dates to keep in mind:

Date	Item	Agenda/Action
Monday, November 4	FINCOM Meeting	FinCom to finalize OPEB recommendation and review revenue estimates with 3 year projection
Monday, December 9	FINCOM Meeting	Exhibit 1 Review - Please send a representative. We will post a schedule of presentation times to minimize the time waiting. In addition, you are welcome to call in if that is more convenient.
Tuesday, December 31	Deadline	Budgets are due to the Finance Director and Budget Reconciliation Sheets (Exhibit 2) are due to the Finance Committee Chair. In addition, the FINCOM Multiyear Data Comparison Sheets are also due.
Thursday, January 23	FINCOM Meeting	Town Budget presentation and deliberations (proposed)
Monday, January 27	FINCOM Meeting	LSRHS Budget presentation and deliberations (proposed)
Thursday, January 30	FINCOM Meeting	SPS Budget presentation and deliberations (proposed)
Monday, February 5	FINCOM Meeting	Budget deliberations
Monday, February 12	FINCOM Meeting	Finance Committee Vote
Week of,	FINCOM/	Joint Meeting with Board of Selectmen to Present Budget

February 24	BOS Joint Meeting	Recommendations
-------------	-------------------	-----------------

Please let us know if you have any questions or concerns.

Respectfully,

Members of the Sudbury Finance Committee

Cc: Moderator, Town of Sudbury  
Finance Committee Chair, Town of Lincoln

# EXHIBIT 1

Exhibit I: Questions and information to discuss prior to the formal budget submission

- 1) Update on FY20 budget pressures and anticipated FY21 pressures to include:
  - details of new costs, reductions, and events, which were not anticipated and are impacting the FY20 budget and their potential to impact the FY21 budget,
  - the status and projected full year cost, including benefits, of all new positions hired within the budget, with specifics as to positions,
  - new positions hired but not included in the budget, and
  - the total number of actual and budgeted FTE's by position.
  
- 2) Update on any new initiatives in FY21 and information about any new initiatives contemplated for FY20:
  - Amount saved/projected to be saved through cost savings/revenue enhancement programs or initiatives.
  - Updated projected costs in FY20 and projected costs and revenue source for those contemplated for FY21 for initiatives that need additional funding.
  
- 3) Details on use of grants in excess of \$50,000 received for FY20, as well as grantor, amount, likelihood of continuation, and change from previous fiscal year.
  
- 4) A 3-year forecast of service/program needs and potential cost/savings.
  
- 5) For OPEB, what changes are included in your budget? What are your plans to meet the full obligation?
  
- 6) Steps and lanes:
  - table outlining steps and lanes
  - Percentage of employees at each step/lane
  
- For SPS and LSRHS:
- 7) Actual student enrollment statistics vs. budget.
  
- 8) Actual OOD tuition costs vs budgeted.
  
- 9) Actual number of OOD students vs budgeted.
  
- 10) The actual circuit breaker amounts received and the amount carried over into the following year. (This information will be added to the FinCom Multi Year Data Comparison spreadsheet going forward.)

11.) June 30, 2019 balance and actual revenues from revolving funds, special funds and other receipts.

12) Comparison of actual Meadowalk enrollment to estimates, including number of sections added.

13) Updated projections (costs and enrollment) for LS Academy.

For the Town:

14.) Status of the mitigation funds related to Meadowalk.

15.) Details of costs incurred or anticipated related Broadacre, Sewataro and Quarry North.

## **EXHIBIT 2**

Attached spreadsheet.



**TOWN OF LINCOLN**  
MIDDLESEX COUNTY MASSACHUSETTS

LINCOLN TOWN OFFICES  
16 Lincoln Road  
Lincoln, MA 01773

**To:** All Budgeting Agencies, Town of Lincoln

**From:** Lincoln Finance Committee

**Re:** FY 2021 Budget Guideline

**Date:** October 21, 2019

The Lincoln Finance Committee met on October 16 to establish a budget guideline for Town agencies for Fiscal Year (FY) 2021. After a review of available funds, revenue projections, the Town's overall financial obligations, and the general economic situation as well as providing for fixed costs (such as pensions and insurance), the Finance Committee has set a budget guideline for the FY '21 non-override (base) budget that will permit a 2.5% increase in operating expenses, exclusive of fixed costs. Accordingly, each Lincoln budgeting agency is asked to submit a base budget that is limited to 2.5% growth as compared to the FY '20 budget as passed at Town Meeting in March 2019.

We note that the budgeting process with Lincoln Sudbury Regional High School (LSRHS) is more complicated than other budgeting agencies internal to Lincoln, due to the uncertainty stemming from Sudbury's budgeting process, which comes later. Consequently, beginning in FY'19, the Committee established a more nuanced guideline for LSRHS. Specifically, as in prior years, the Committee and the Finance Director will work with LSRHS to adequately provide for LSRHS pensions and insurance costs. For FY'21, we ask that LSRHS submit a base budget that is limited to 2.5% growth on the portion of LSRHS's budget that is net of pensions and insurance costs, *as compared to that portion of the FY'20 Final Assessment*. Note that Lincoln's budgeted amount for LSRHS in FY'21 will include an additional 4.0% buffer to protect against possible increases in Lincoln's Apportionment Ratio for FY'21.

Your budget submissions should be similar in form to those prepared in the prior year. The Committee asks that the submissions indicate the key differences, if any, in terms of personnel, services, and programs between your FY '20 and FY '21 budgets. Given the Town's recent approval of a very large school building project, with the associated budget increase, we ask you to compile your FY '21 budget within the guidelines presented above. Preferred items (i.e. beyond the 2.5% base budget) will only be considered by the Committee if there is a **significantly compelling** case.

The guideline for the FY '21 budget "cash capital" is set at \$475,600. Note that beginning in FY'18, routine IT expenditures have been included in the School and Town operating

All Budgeting Agencies  
October 21, 2019  
Page 2

budgets. In FY'21, an additional \$248,050 is allotted to fund warrant articles that will appear as "Other Appropriations." These warrant articles include maintenance items from the Town, Schools, and Library. Requested amounts for all capital and maintenance warrant articles should have already been submitted to the Capital Planning Committee. Aside from capital and maintenance warrant articles, any budgeting agency, board, commission, or committee that plans to sponsor a warrant article that falls into the category of "Other Appropriations" should submit information at the same time as the base budgets, so that there is sufficient time for review of the request and for revisions, if necessary.

Capital items that are recommended for bonding or capital exclusions will be considered separately. The Finance Committee will work with the Capital Planning Committee and the Board of Selectman to minimize year-to-year changes in excluded debt and the median tax bill.

In order to meet the requirements of the budgeting process, we ask that you submit your base budget to the Town Finance Director no later than Monday, November 25, 2019. On Wednesday, December 11, 2019, the Finance Committee will convene its First Joint Budget Workshop for all agencies to review the budget proposals for the principal budgeting agencies. The meeting will be held in the multipurpose room on the ground floor of the Hartwell Building of the Lincoln Public Schools. Dinner will be provided from 6:30 to 7:00 pm, and the meeting will start at 7:00 pm. The Finance Committee will provide a brief overview of the financial situation of the Town. Each budgeting agency should limit its presentation to 20 minutes, so that there is time for discussion and so the meeting can conclude by 9:30 to 10:00 pm. Please RSVP, so that sufficient dinner can be provided.

The Second Joint Budget Workshop is currently scheduled for Wednesday, January 29, 2019 at 7:30 pm, and will be held in the Donaldson Room at Town Offices.

The Finance Committee looks forward to a collaborative effort to develop a FY '21 budget that meets the needs of the Town. We appreciate the hard work, cooperation, good spirit, and careful consideration from many boards, committees, town employees and other individuals that are a necessary part of this process.



## LINCOLN SUBURBY REGIONAL SCHOOL DISTRICT

Peter C. Rowe, Director of Finance & Operations

October 24, 2019

To: Bella Wong, Superintendent

From: Peter C. Rowe, Interim Director of Finance & Operations

RE: FY2020 First Quarter Expenditure Projection

Attached please find the FY 2020 First Quarter Expenditure Projection of the Lincoln Sudbury Regional High School which indicates that FY2020 general fund spending is projected to be \$32,670,803 on a Budget of \$32,886,414.

Spending patterns in the First Quarter are generally indicative of the experience for the school year. This report includes a close review of all salary categories compared to budget. While the total salary projection is \$143K over Budget this projection includes the \$220K salary of staff assigned to LS Academy, for whom the department will be requesting a \$300K supplementary appropriation from FY19 E&D, once Certification is finalized.

Additional major cost categories where costs can vary from Budget include Transportation, Employee Insurances, Utilities and Out of District Tuition. Through the First quarter we are seeing some overage in Special Education transportation (\$65K), but Employee Insurances and Utilities are trending on – or slightly under – budget. Out-of-District tuitions are yielding a projected surplus of \$401K through the First Quarter. History has demonstrated that spending on OOD tuitions can be significantly impacted by the requirement to provide specialized services, to multiply involved students, from changing needs during the year. It appears, however, that the creation of LS Academy as a strategy to provide alternative services “in-house” has been cost effective and based on its current enrollment of 7 students – with additional pending placements – may allow LSRHS to manage OOD costs within budget through the remainder of the school year.

Other major cost categories: Contracted services, Equipment, Text books, Instructional Materials, and Misc. are expected to end the year on budget once certain misaligned postings of year-to-date expenditures are reconciled, while Pensions, OPEB, Non-employee benefits, and Debt service are on Budget.

Please do not hesitate to contact me for further information in this regard.



Attachment 6.e: LSRSD FY'20 First Quarter Report (3486 : Joint mtg with FinCom - BSTF and financial forecast)

Lincoln Sudbury Regional High School  
 FY2020 First Quarter Expenditure Projection

October 24, 2015

1. SALARIES								
Account	Description	FY 2020 Final Budget	FY 2020 YTD	FY2020 Projected	Variance			
ADMINISTRATOR SALARIES		\$ 1,376,080	\$ 1,334,488	\$ 1,349,481	\$ 26,599			
CLERICAL SALARIES		\$ 1,039,743	\$ 964,887	\$ 948,293	\$ 91,450			
TEACHER SALARIES		\$ 15,303,081	\$ 15,508,870	\$ 15,625,324	\$ (322,243)			
OTHER SALARIES AND STIPENDS		\$ 803,694	\$ 678,780	\$ 764,110	\$ 39,584			
SUBSTITUTE WAGES		\$ 86,000	\$ 24,303	\$ 86,000	\$ -			
MAINTENANCE WAGES		\$ 706,706	\$ 640,965	\$ 657,031	\$ 49,675			
PARAPROFESSIONAL WAGES		\$ 639,147	\$ 637,843	\$ 667,649	\$ (28,502)			
BUS MONITORS		\$ 112,000	\$ 81,881	\$ 112,000	\$ -			
	<b>SUBTOTAL SALARIES</b>	\$ 20,066,451	\$ 19,892,019	\$ 20,209,888	\$ (143,437)			
2. BUSING		\$ 1,173,338	\$ 1,225,289	\$ 1,238,639	\$ (65,301)			
3. CONTRACTUAL SERVICES		\$ 693,451	\$ 333,596	\$ 702,466	\$ (9,014)			
4. EQUIPMENT		\$ 188,921	\$ 75,171	\$ 208,264	\$ (19,343)			
5. EMPLOYEE INSURANCES		\$ 3,579,727	\$ 1,018,738	\$ 3,519,616	\$ 60,111			
6. NON-EMPLOYEE INSURANCES		\$ 128,205	\$ 109,224	\$ 128,205	\$ -			
7. PENSION ASSESSMENT		\$ 704,071	\$ 704,071	\$ 704,071	\$ -			
8. OPEB CONTRIBUTION		\$ 383,109	\$ 383,109	\$ 383,109	\$ -			
9. OUT OF DISTRICT TUITION		\$ 3,634,034	\$ 3,049,264	\$ 3,232,452	\$ 401,582			
10. TEXTBOOKS		\$ 85,372	\$ 27,713	\$ 86,218	\$ (846)			
11. INSTRUCT/ADMIN SUPPLIES AND MATERIALS		\$ 297,961	\$ 109,883	\$ 298,842	\$ (881)			
12. B & G CONTRACT SVCS, SUPPLIES, EQUIP.		\$ 501,544	\$ 334,344	\$ 504,808	\$ (3,264)			
13. UTILITIES		\$ 567,304	\$ 477,066	\$ 567,304	\$ -			
14. MISCELLANEOUS (Conf., Member., Trav., etc.)		\$ 254,226	\$ 98,711	\$ 258,222	\$ (3,996)			
15. DEBT SERVICE and RETIREMENT		\$ 628,700	\$ 583,325	\$ 628,700	\$ -			
<b>Total General Fund</b>		\$ 32,886,414	\$ 28,421,523	\$ 32,670,803	\$ 215,611			

**Lincoln-Sudbury Regional School District  
School Committee Meeting  
Monday, November 25, 2019  
AGENDA**

7:45 am

Conference Room A  
LSRHS

**I. Call to Order**

**II. Public Comment**

**III. Action Item:**

**Whether the LSRHS School Committee should withdraw participation in the MINUTEMAN NASHOBA HEALTH GROUP: Municipal Health Group Agreement for Joint Negotiation and Purchase of Health Coverage, as Amended on October 4, 2000, and February 4, 2009, and as further Amended on September 18, 2017, ending our participation effective May 31, 2020.  
This vote is contingent on an affirmative vote to withdraw participation by the LSRHS Teachers Association.**

**IV. Meeting Adjourned**

**Lincoln-Sudbury School Committee  
Budget Subcommittee Meeting  
November 25, 2019  
7:50 am  
Conference Room A**

**Membership will include representatives of Lincoln and Sudbury's Finance and Capital Committee representatives to LSRHS.**

**AGENDA**

- **Review FY20 Budget Projections**
- **Review FY21 Budget Guidance**
- **Review of possible health insurance provider change**
- **Review implications of moving forward with LS Academy**



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**TIMED ITEM**

**7: Close FinCom mtg and resume BOS**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to close Finance Committee meeting and resume Selectmen's meeting.

Recommendations/Suggested Motion/Vote: Vote to close Finance Committee meeting and resume Selectmen's meeting.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**TIMED ITEM**

**8: Liquor License Quota Increase Citizen Petition Discussion**

REQUESTOR SECTION

Date of request:

Requestor: National Development

Formal Title: Discussion regarding a citizen's petition to adopt legislation allowing the Town to grant one (1) additional alcoholic beverages serving license to be submitted for the Annual Town Meeting warrant. National Development to represent ownership group, BPR Sudbury LLC, in the request for the issuance of a liquor license to support the addition of a restaurant to the retail lineup at Meadow Walk.

Recommendations/Suggested Motion/Vote: Discussion regarding a citizen's petition to adopt legislation allowing the Town to grant one (1) additional alcoholic beverages serving license to be submitted for the Annual Town Meeting warrant. National Development to represent ownership group, BPR Sudbury LLC, in the request for the issuance of a liquor license to support the addition of a restaurant to the retail lineup at Meadow Walk.

Background Information:

Article wording attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Jack O'Neil, Managing Partner; Leah Harsfield, Vice President; Steve Senna, Vice President; Peter Tamm, Partner at Goulston & Storrs

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM

**ARTICLE \_\_ Authorize Selectmen to One Pursue Additional Alcohol Pouring License for Meadow Walk Development**

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to adopt legislation allowing for the Town to grant one (1) additional license for the sale of all alcoholic beverages to be drunk on the premises to a restaurant located within the development known as Meadow Walk, located off of Boston Post Road, within the “Mixed-Use Overlay District” as more particularly shown on a plan on file with the town clerk; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approve amendments to the bill before enactment by the General Court; and, provided further that the Board of Selectmen is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or take any other action related thereto.

---



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**TIMED ITEM**

**9: Interview candidate for Permanent Building Committee**

REQUESTOR SECTION

Date of request:

Requestor: Elaine Jones and Mike Melnick, PBC co-chairs

Formal Title: Discussion of Permanent Building Committee membership, and Interview candidate for appointment to the Permanent Building Committee. Following interview, vote whether to appoint Jennifer K. Pincus, 25 Blueberry Hill Lane, as a member of the Permanent Building Committee for a term ending 5/31/22.

Recommendations/Suggested Motion/Vote: Discussion of Permanent Building Committee membership, and interview candidate for appointment to the Permanent Building Committee. Following interview, vote whether to appoint Jennifer K. Pincus, 25 Blueberry Hill Lane, as a member of the Permanent Building Committee for a term ending 5/31/22.

Background Information:

See attached application, resume, and letter of recommendation. Jennifer was previously interviewed and appointed by the Board of Selectmen as an Associate Member of the Zoning Board of Appeals and to the Earth Removal Board on July 24, 2019. Ms. Pincus, if appointed, would be filling the present vacancy caused by the resignation of Architect Joseph Sziabowski.

Financial impact expected:n/a

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM

## Members

Members					
Name	Position	Address	Term	End Date	Appointed By
Craig E. Blake	Member	300 Old Lancaster Road	3	05/31/2022	Planning Board
Elaine L. Jones	Co-Chairman	21 Bent Brook Road	3	05/31/2022	Selectmen
Michael E. Melnick	Co-Chairman	97 Lincoln Road	3	05/31/2020	Selectmen
Nancy G. Rubenstein	Member	57 Winsor Rd	3	05/31/2020	Selectmen
William G. Braun	Member	148 North Rd	3	05/31/2018	Selectmen
John M. Porter	Member	2 Woodland Rd	3	05/31/2019	School Committee K-8
VACANCY	Member		3		Selectmen

- [✉ Email this Page](#)
- [🏠 Back to Permanent Building Committee](#)

## Permanent Building Committee

Interested in serving on this committee?

[Appointment Application](#)

The Permanent Building Committee has general supervision over the design and construction of all public buildings, including the authority to employ professional assistance and, subject to specific authorization by the Town, to enter into contracts on behalf of the Town for the preparation of construction plans and specifications and for the construction of buildings and other structures. All such plans and specifications shall be developed in conjunction with and subject to the approval of the appropriate committee, board, or department head concerned.

## Related Departments

- Counterpart Committees
  - [Facilities Department](#)

## Contact

Email: [pbcsudbury@townofsudbury.com](mailto:pbcsudbury@townofsudbury.com)



Copyright © 2019, Town of Sudbury, some rights reserved.

Send questions and comments to [webmaster@sudbury.ma.us](mailto:webmaster@sudbury.ma.us).

Attachment9.a: PBC membership (3567 : Interview candidate for Permanent Building Committee)



November 15, 2019

Board of Selectmen  
Town of Sudbury  
278 Old Sudbury Rd.  
Sudbury, MA 01776

RE: Permanent Building Committee Appointment

Dear Board Members:

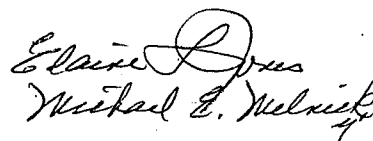
The Permanent Building Committee (PBC) respectfully requests that the Board appoint Jennifer K. Pincus, a 20-yr. resident of Sudbury, as a member of the Permanent Building Committee for a term to expire May 31, 2022.

The PBC interviewed two candidates for the position. Upon review of qualifications and experience (see resume' attached), it was determined that her experience and knowledge as a Project Manager and Architect involving public projects including Town Halls will complement the professional qualifications of other PBC members.

Ms. Pincus would be filling the vacancy caused by the resignation of Architect Joseph Sziabowski whose three-year term expired on May 31, 2019.

Thank you for your consideration.

Very truly yours,



Elaine L. Jones, Co-Chair  
Michael E. Melnick, Co-Chair  
Permanent Building Committee

## Permanent Building Committee

The duty of this committee shall be to have general supervision over the design and construction of all public buildings, including the authority to employ professional assistance and, subject to specific authorization by the Town, to enter into contracts on behalf of the Town for the preparation of construction plans and specifications and for the construction of buildings and other structures. All such plans and specifications shall be developed in conjunction with and subject to the approval of the appropriate committee, board, or department head concerned.

Established by Town Meeting in 1957. Appointed Designer Selection Committee in 1987.

- 7 members – 3 year terms
- 5 appointed by Selectmen
- 1 appointed by Planning Board
- 1 appointed by School Committee

# TOWN OF SUDBURY APPLICATION FOR APPOINTMENT

BOARD OF SELECTMEN  
278 OLD SUDBURY ROAD  
SUDBURY, MA 01776

FAX: (978) 443-0756  
E-MAIL: selectmen@sudbury.ma.us

Board or Committee Name: Permanent Building Committee

Name: Jennifer Pincus

Address: [REDACTED] Email Address: [REDACTED]

Home phone: [REDACTED] Work or Cell phone: [REDACTED]

Years lived in Sudbury: 20

Brief resume of background and pertinent experience:

Architect with over 25 years experience, the last 9 years working on public (mostly town funded) projects including town hall renovations, public housing renovations, and recreation structures

Municipal experience (if applicable):

Newly appointed alternate member of ZBA  
10 years on RTCAC

Educational background:

BArch, Rensselaer Polytechnic Institute

Reason for your interest in serving:

Having worked on similar projects where I frequently met with town representatives during both the design and construction phases, I feel I am qualified to represent the town in its pursuit of well-designed public projects

Times when you would be available (days, evenings, weekends):

Evenings and afternoons, MWF mornings

Do you or any member of your family have any business dealings with the Town? If yes, please explain:

No

JKP (Initial here that you have read, understand and agree to the following statement)

I agree that if appointed, I will work toward furtherance of the committee's mission statement; and further, I agree that I will conduct my committee activities in a manner which is compliant with all relevant State and Local laws and regulations, including but not limited to the Open Meeting Law, Public Records Law, Conflict of Interest Law, Email Policy and the Code of Conduct for Town Committees.

I hereby submit my application for consideration for appointment to the Board or Committee listed above.

Signature Jennifer K. Pincus

Date September 2, 2019

Attachment 9.b: PBC appt (3567 : Interview candidate for Permanent Building Committee)

# JENNIFER K. PINCUS

## ARCHITECT

25 Blueberry Hill Lane  
Sudbury, MA 01776

*Conscientious*

*Dedicated*

*Detail Oriented*

*Collaborative*

### QUALIFICATIONS

**Over 20 years experience** in all phases of project development, from feasibility studies and programming through construction administration.

**Project interface** with clients, end users, consultants, engineers, government/reviewing agencies, and contractors.

**Proven leadership** with volunteer activities. Managed shifts of 20+ volunteers and developed improved operations methods for rapidly expanding furniture bank.

**Computer literate** in AutoCAD, Word, Excel, Google Docs and Sheets, Adobe

### REGISTRATION

**Registered Architect**, District of Columbia since 1990 (inactive status)

### EDUCATION

**Rensselaer Polytechnic Institute**

Bachelor of Architecture, 1985

BS in Building Sciences, 1984 - Social Psychology minor

### EXPERIENCE

2006 - 2015

**Kang Associates**, Sudbury, MA - *Project Manager*

Project types: public funded renovations and new construction, including town offices, public housing, recreation structures, and educational facilities

2001 - 2018

**Self Employed**, Sudbury, MA

Project types: residential renovations, additions and office interior

1995 -1999

**URS Corp.**, Washington, DC - *Project Architect*

Project types: Federal government offices, health care

1993 -1995

**Cannon Design**, Washington, DC - *Project Architect*

Project types: health care

1988 - 1993

**Bryant and Bryant Architects**, Washington, DC - *Job Captain*

Project types: government, health care, education, residential

1985 -1988

**Nadler Philopena & Associates**, Mt. Kisco, NY - *Intern Architect*

Project types: Multifamily and single family (spec) residential

### VOLUNTEER ACTIVITIES

**Fresh Start Furniture Bank** - Team Leader, Donor Coordinator, and Client Assistant, 2015 - present

**Sudbury Zoning Board of Appeals** - Appointed (Alternate member) 2019

**Sudbury Rail Trail Advisory Committee** - appointed member, 2004 - 2014

**Sudbury Destination Imagination** - core committee member since 2008

**Metrowest Free Clinic** - dedicated member of a bi-weekly set up team transforming a synagogue sanctuary into a health clinic, 2007 - present

# JENNIFER K. PINCUS

## ARCHITECT

25 Blueberry Hill Lane  
Sudbury, MA 01776

Conscientious

Dedicated

Detail Oriented

Collaborative

## SELECTED PROJECTS

### Government / Office for

**Tewksbury Town Hall**, Tewksbury, MA - Complete renovation with elevator lobby addition

accessible entry

**Westford Town Hall**, Westford, MA - Complete renovation plus addition for accessible entry lobby and additional office space

**Fairbanks Town Hall**, Ashburnham, MA - Complete renovation, including accessible entry with elevator and new office spaces in basement level

**Waltham Archive Center**, Adaptive reuse of a former school for city records storage

**Massachusetts Crime Lab**, Sudbury, MA - interior space planning and renovations

**Worcester Housing Authority Offices**, Worcester, MA - space planning renovations

**Private law offices**, Concord, MA - gut and design interior fit-out of 1300 SF at Damon Mill

**U.S. Pentagon Renovation**, Arlington, VA - Phased renovation of 1.2 million SF of D.O.D. offices and utilities infrastructure, including creation of a .5 million SF mezzanine level below grade and coordination of occupancy phasing plans

**U.S. Pentagon Corridor 8**, Arlington, VA - redesign of a heavily used secure entrance

**800 North Capitol Street**, Washington, DC - space planning for DC government offices

**Juvenile Detention Center**, Prince William County, VA - schematic design for 11,000 SF addition, including sleeping rooms, classrooms, and gymnasium

**WMATA Operations & Control Center**, Washington, DC - schematic design proposal for transit operations facility for the Washington, DC area Metro system

### Healthcare

**VA Hospital Ambulatory Care Center**, Lyons, NJ - 2-story, 72,000 SF new structure connected to existing structures in campus setting.

**Georgia Heart Center at Candler Memorial Hospital**, Savannah, GA - 5 story, 80,000 SF addition to existing hospital, with hydrotherapy swimming pool, physical therapy department with cath lab, and cardiology department

**Memorial Hospital**, Easton, MD - Labor Delivery Postpartum and Recovery Suite: 17,000 SF 5th floor addition to 4 story existing structure

**Memorial Hospital**, Easton, MD - 12,000 SF expansion and renovation of Oncology Center for Medical Practice and Chemotherapy and Radiation Therapy:

**East Carolina University School of Medicine**, Greenville, NC - 38,000 SF interior renovation of clinics for departments of Surgery, Medicine, & Obstetrics

**West Suburban Hospital**, Oak Park, IL - 4 story, 68,000 SF addition for the expansion of Surgery, Intensive Care, Cardiology and Nursing Services

**National Institutes of Health**, Bethesda, MD - 98,000 SF addition of mechanical penthouses: for replacement of fresh air and exhaust mechanical systems of Clinical Tower

**Washington Treatment Center**, Washington, DC - schematic design and zoning approval process for 130 bed substance abuse specialty hospital on a steeply graded, wooded site

**We Care Housing**, Washington, DC - eight scattered-site single family style group homes for adults with multiple disabilities

**Riverside Treatment Center**, Washington, DC - preliminary/schematic design proposal of a residential campus for emotionally troubled children and adolescents

# JENNIFER K. PINCUS

## ARCHITECT

25 Blueberry Hill Lane  
Sudbury, MA 01776

### Conscientious

### Dedicated

### Detail Oriented

### Collaborative

#### Educational

**Dorchester Collegiate Academy**, Boston, MA - phased renovation for adaptive reuse of former nursing home - turned charter school.  
**DC Public Schools Renovations**, Washington, DC - Science labs, industrial arts shop areas and general and mechanical systems renovations at Patricia Harris Middle School and Ballou Senior High School

#### Recreation

**NARA Park Picnic Pavilion**, Acton, MA - large timber frame covered picnic structure  
**Wayland Town Beach Bath House**, Wayland, MA - new design of bath house, snack bar, and lifeguard office on existing foundation  
**Valley Green Playground**, Washington, DC - pro-bono design for volunteer-built "fantasy playground" at public housing site. Included working with children to brainstorm ideas, and extensive coordination with government agencies, AIA national and local chapters, product manufacturers, and volunteers

#### Residential

**118-120 Main St**, Webster, MA - Renovation of mixed use retail/apartment building  
**Farnsworth House**, Boston, MA - Renovations and repairs to 75 unit elderly low income housing tower  
**Breezeway Conversion**, Sudbury, MA - conversion of existing breezeway, with new addition, finished open concept living space  
**Multi-level Reimagined**, Sudbury, MA - complete renovation with extensive additions to existing multi-level residence  
**Cape Expansion**, Sudbury, MA - 1,000 SF addition and renovations to cape style residence  
**Doctor's Residence**, Virginia Beach, VA - 5,000 SF new construction waterfront primary Residence.  
**Stewart Place**, White Plains, NY - new 11 story condominium building constructed under fast-track construction methods  
**Harbor Landing**, New Haven, CT - waterfront, low-rise cluster condominiums  
**Copley Court**, New Haven, CT - low-rise condominium building  
**Fieldstone Pond**, Brewster, NY - rural townhouse development  
**The Park Lane Reserve**, Harrison, NY - Higher end single family speculative homes Development

to

PERMANENT BUILDING COMMITTEE

Adopted by: A.T.M. 3 /6/57 Art. 16

(Also appointed as Designer Selection Committee on 3/16/87)

Appointed by: 2 by Moderator ) 5 by Selectmen  
3 by Selectmen ) (Changed 10/3/88)  
1 by Planning Board  
1 by School Committee

Membership: 7 (increased from five)

Term: 3 years

The duty of this committee shall be to have general supervision over the design and construction of all public buildings, including the authority to employ professional assistance and, subject to specific authorization by the Town, to enter into contracts on behalf of the TOWN FOR THE PREPARATION OF construction plans and specifications and for the construction of buildings and other structures. All such plans and specifications shall be developed in conjunction with and subject to the approval of the appropriate committee, board, or department head concerned.

Attachment 9.c: PBC Charter (3567 : Interview candidate for Permanent Building Committee)

## Golden, Patricia

---

**From:** Bilodeau, Maryanne  
**Sent:** Tuesday, November 26, 2019 4:42 PM  
**To:** Golden, Patricia  
**Subject:** FW: Appointment of non-resident to PBC  
**Attachments:** Appointment of non-resident.pdf; PBC Charter.pdf

For packet

---

**From:** Brian Riley <BRiley@k-plaw.com>  
**Sent:** Monday, November 25, 2019 10:42 AM  
**To:** Jones, Elaine <JonesE@sudbury.ma.us>  
**Cc:** Silverstein, Jonathan M. <jsilverstein@k-plaw.com>; Bilodeau, Maryanne <BilodeauM@sudbury.ma.us>  
**Subject:** FW: Appointment of non-resident to PBC

Hello, Elaine. I have reviewed Attorney Kenny's opinion and I do agree with it. Unless there is a residency requirement set forth in a statute, charter/special act, or Town bylaw, the general rule is that an individual is not required to be a Town resident to be eligible for appointment to a Town board or committee. I would note that G.L. c.41, §109, the statute Attorney Kenny quoted from, also includes the following:

**Unless otherwise provided by general or special law, ordinance or by-law, a person need not, in order to accept appointment to a public office in a town or district, be a resident of such town or district; provided, however, that if an appointed town or district officer is required to become a resident within a period of time specified at the time of his appointment by the board or officer making the appointment but fails to do so within the time specified, or if an elected or appointed town or district officer removes from the town or district in which he holds his office, he shall be deemed to have vacated his office.** (emphasis added)

This seems like a somewhat odd result, in that one can reside elsewhere and be appointed to a Town office, but if a resident member moves out of Town, he or she is deemed to have vacated their office. This may just be in recognition that, in general, Town offices and board memberships are held by residents, and if someone leaves there should be the option to find another resident to take their place. Nonetheless, if a resident member leaves Town but wishes to be reappointed, it is my opinion that they are eligible to do so, as long as there is no formal residency requirement in a statute or Town bylaw. If there are further questions, please let me know.

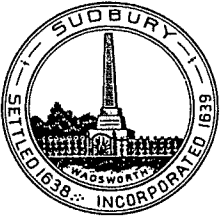
Very truly yours,

Brian

Brian W. Riley, Esq.  
 KP | LAW  
 101 Arch Street, 12th Floor  
 Boston, MA 02110  
 O: (617) 654 1722  
 F: (617) 654 1735  
 C: (617) 909 9084  
[briley@k-plaw.com](mailto:briley@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any






TOWN OF SUDBURY  
*Office of the Town Counsel*

May 6, 2002

TO: Board of Selectmen  
FROM: Paul L. Kenny, Town Counsel  
RE: Appointment of Non-Resident to PBC

You have requested my opinion as to whether or not Bruce Ey can be re-appointed to the Permanent Building Committee upon his move to Natick.

Please be advised that M.G.L. c.41 §109 provides that "Unless otherwise provided by general or special law, ordinance or by-law, a person need not, in order to accept appointment to a public office in a town or district, be a resident of such town or district...". I have reviewed Article 16 of the Annual Town Meeting of 1957 which authorized the appointment of Permanent Building Committee members and find that there is no requirement that a member be a resident of the Town to serve on this Committee. Therefore, if it is the Board's desire to re-appoint Mr. Ey to the Permanent Building Committee, it may do so.

  
Paul L. Kenny, Town Counsel

Attachment9.e: Appointment of non-resident (3567 : Interview candidate for Permanent Building Committee)

**Jones, Elaine**

---

**From:** PAUL KENNY [MMA63@msn.com]

**Sent:** Monday, May 06, 2002 2:15 PM

**To:** ELAINE JONES

M.G.L.A. 41 § 109

MASSACHUSETTS GENERAL LAWS ANNOTATED  
PART I. ADMINISTRATION OF THE GOVERNMENT  
TITLE VII. CITIES, TOWNS AND DISTRICTS  
CHAPTER 41. OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS  
TERM OF OFFICE AND COMPENSATION OF TOWN OFFICERS  
Copr. © West Group 2002. All rights reserved.  
Current through Chapter 74 of the 2002  
Second Annual Session of the General Court.

+++ CURRENT VERSION +++

VIEW ALL VERSIONS

§ 109. Resignation; notice; residence requirements

No resignation of a town or district officer shall be deemed effective unless and until such resignation is filed with the town or district clerk or such later time certain as may be specified in such resignation. Upon receipt of a resignation the clerk shall notify the remaining members, if the resignation is received from a board of two or more members, and he shall further notify the executive officers of the town or district and such notification shall include the effective date of the resignation. Unless otherwise provided by general or special law, ordinance or by-law, a person need not, in order to accept appointment to a public office in a town or district, be a resident of such town or district; provided, however, that if an appointed town or district officer is required to become a resident within a period of time specified at the time of his appointment by the board or officer making the appointment but fails to do so within the time specified, or if an elected or appointed town or district officer removes from the town or district in which he holds his office, he shall be deemed to have vacated his office.

CREDIT(S)

1994 Main Volume

Amended by St.1960, c. 592, § 2; St.1964, c. 54; St.1970, c. 381; St.1971, c. 151, § 2.

### Permanent Building Committee Members

Co-Chair Michael E. Melnick: 1<sup>st</sup> appointed in 1978, background in structural engineering and project management; Board of Selectmen appointment

Co-Chair Elaine Jones: 1<sup>st</sup> appointed in 1988, administrative role (bidding, contracting, finances); Board of Selectmen appointment

Craig Blake: 1<sup>st</sup> appointed in 1988, civil engineer; Planning Board appointment

John M. Porter: 1<sup>st</sup> appointed 2012, structural engineer; Sudbury Public Schools appointment

Nancy G. Rubenstein: 1<sup>st</sup> appointed 2018, background in project management; Board of Selectmen appointment

William G. Braun: 1<sup>st</sup> appointed in 2010, background in project management particularly SPS; Board of Selectmen appointment; although his term expired in 2018 and he responded to the Selectmen's Office that he was interested in continuing as a member, no action was taken with regard to re-appointment nor was he thanked for his service; therefore, he was considered by the PBC as a member by the PBC. Although Mr. Braun has moved out of Town he is eligible to remain on the PBC given the precedent set involving a former member with advice of Counsel at the time.

Vacancy: PBC has conducted interviews of two interested candidates. Recommendation of Jennifer Pincus with expertise in architecture and project management related to public projects was made to the Board of Selectmen for appointment consideration at the 12/3/19 meeting.

The PBC is currently looking for a candidate for membership with an engineering degree specializing in MEP (mechanical, electrical, plumbing).

### Charge

The duty of this committee shall be to have general supervision over the design and construction of all public buildings, including the authority to employ professional assistance and, subject to specific authorization by the Town, to enter into contracts on behalf of the Town for the preparation of construction plans and specifications and for the construction of buildings and other structures. All such plans and specifications shall be developed in conjunction with and subject to the approval of the appropriate committee, board, or department head concerned.

Also appointed as Designer Selection Committee, M.G.L. c.7C, on 3/16/87.

### Note

The PBC has been involved in all Town/SPS building projects including new construction, renovations, additions, and restorations. LSRHS is not within the PBC's charge.



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**MISCELLANEOUS (UNTIMED)**

**10: Fairbank discussion**

REQUESTOR SECTION

Date of request:

Requestor: Chairman Carty

Formal Title: Discussion and possible vote on next steps re: Fairbank Community Center.

Recommendations/Suggested Motion/Vote: Discussion and possible vote on next steps re: Fairbank Community Center.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM

# OVERALL PROJECT BUDGET WORKSHEET

Fairbank Community Center  
 Sudbury, MA  
 19-Nov-19

1	<b>BUILDER'S RISK INSURANCE</b>	In Construction Cost	\$0.00
2	<b>ARCHITECTURAL &amp; ENGINEERING FEES</b>	Feasibility Study + 8% of Construction	\$1,873,059.00
3	<b>ADDITIONAL DESIGN &amp; PROFESSIONAL SERVICES</b>	Commissioning	\$50,000.00
4	<b>CONSTRUCTION COST</b>		
	Demolition		\$184,500.00
	Site		\$3,717,191.00
	Trade Costs		\$14,168,584.00
	Constructions Management Fees and Costs		\$2,577,629.00
	Estimating Contingency	12%	\$2,168,433.00
	<b>SUBTOTAL</b>		<b>\$22,816,337.00</b>
5	<b>TESTING OF SOILS, MASONRY, STEEL, MATERIALS, ETC.</b>	In Owner's Contingency	\$0.00
6	<b>AUDIO / VISUAL EQUIPMENT</b>	Allowance	\$50,000.00
7	<b>FF&amp;E / MISCELLANEOUS</b>	Allowance	\$375,000.00
8	<b>SIGNAGE - EXTERIOR</b>	Allowance	\$5,000.00
9	<b>UTILITY COMPANY CHARGES</b>		\$0.00
	<b>SUBTOTAL</b>		<b>\$25,169,396.00</b>
10	<b>OWNER'S CONTINGENCY</b>	10% of Construction	\$2,315,800.00
<b>Total Project Cost (TPC)</b>		<b>TOTAL</b>	<b>\$27,485,196.00</b>
	<b>ESCALATION</b>	Mid-point of 2021	\$596,902.00
	<b>OWNER'S PROJECT MANAGER (OPM)</b>	3%-5% of Construction	\$702,400 - \$1,170,660
	<b>COST OF GYMNASIUM</b>	(Deduct Alternate)	\$2,172,555.00

Attachment10.a: Fairbank Community Center Overall Budget Spreadsheet 11-19-2019 - UPDATED (3581 : Fairbank discussion)



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**MISCELLANEOUS (UNTIMED)**

**11: Letter of support to Sudbury Foundation**

REQUESTOR SECTION

Date of request:

Requestor: Selectman Janie Dretler

Formal Title: Vote to sign letter of support to The Sudbury Foundation regarding the Sudbury Housing Authority's undertaking of preliminary assessments of Town-owned parcels for potential future development of affordable rental housing.

Recommendations/Suggested Motion/Vote: Vote to sign letter of support to The Sudbury Foundation regarding the Sudbury Housing Authority's undertaking of preliminary assessments of Town-owned parcels for potential future development of affordable rental housing.

Background Information:  
attached draft letter (postponed from 10/29 meeting)

Financial impact expected:n/a

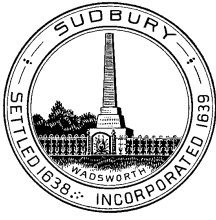
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM



# Town of Sudbury

Office of Selectmen

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

[selectmensoffice@sudbury.ma.us](mailto:selectmensoffice@sudbury.ma.us)

October 29, 2019

Ms. Marilyn Martino  
Executive Director  
The Sudbury Foundation  
326 Concord Road  
Sudbury, MA 01776

Dear Ms. Martino,

We, the Sudbury Board of Selectmen, support the recent proposal from the Sudbury Housing Authority (SHA) to The Sudbury Foundation to undertake preliminary assessments of several SHA-owned properties and the following three Town-owned parcels for their suitability for the potential development of affordable rental housing:

- 1) +/- 3 acres on Old Lancaster Road, behind the Department of Public Works offices;
- 2) +/- 2 acres at Frost Farm on North Road, former location of farmhouse; and
- 3) the +/- 4 acre portion of the recently-acquired Broadacres Farm on which is currently sited a house, stables and a riding rink.

We support this proposal because we believe that the Town must continue to support a moderate level of affordable housing development if Sudbury is to remain in "safe harbor" as it relates to Chapter 40B. We believe the SHA's proposed assessment project will yield important information which may help the Town make informed decisions about the future of both the Town- and the SHA-owned properties.

Thank you for your consideration of the SHA's proposal.

Sincerely,

Sudbury Board of Selectmen

\_\_\_\_\_  
Daniel E. Carty, Chairman

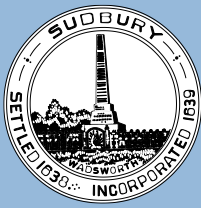
\_\_\_\_\_  
Janie W. Dretler

\_\_\_\_\_  
Patricia A. Brown, Vice-Chairman

\_\_\_\_\_  
Jennifer S. Roberts

\_\_\_\_\_  
William J. Schineller

Attachment11.a: DRAFT BOS SHA Sudbury Fdn Letter 102919\_w\_letterhd (3562 : Letter of support to Sudbury Foundation)



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**MISCELLANEOUS (UNTIMED)**  
**12: 2020 Annual License Renewals**

REQUESTOR SECTION

Date of request:

Requested by: Leila S. Frank

Formal Title: Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler and Entertainment licenses until December 31, 2020; and the Motor Vehicle Classes 1, 2, and 3 licenses until January 1, 2021, as shown on the attached lists.

Recommendations/Suggested Motion/Vote: Vote, as the Licensing Authority for the Town of Sudbury, to renew the Alcoholic Beverages, Common Victualler, and Entertainment licenses until December 31, 2020; and the Motor Vehicle - Classes 1, 2, and 3 licenses until January 1, 2021, as shown on the "2020 License Renewal Applications," attached and incorporated herein; and to forward the appropriate renewal forms to the Alcoholic Beverages Control Commission where applicable; said licenses to be held subject to payment of the required license fees, compliance with the Selectmen's Alcohol Training Policy, correction of any/all outstanding health, safety or zoning violations, receipt of verification of Workers' Compensation Insurance for the licensing period, and the payment of all outstanding personal property taxes, real estate taxes and state taxes; said licenses shall also be subject to all previous restrictions.

Background Information:  
Please see attached

Financial impact expected:Application Fees

Approximate agenda time requested: 10 minutes

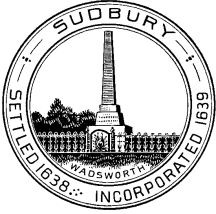
Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM





# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

Email: [selectmensoffice@sudbury.ma.us](mailto:selectmensoffice@sudbury.ma.us)

November 27, 2019

TO: Board of Selectmen  
FROM: Leila S. Frank  
RE: **2020 Alcohol, Common Victualler & Motor Vehicle License Renewals**

Please see attached the list of all licenses that have been submitted for renewal. The columns list materials required to complete an application (i.e. Tax Attestation Form, proof of Workers Compensation and Liquor Liability insurance, roster of trained personnel and the Food Service Requirement form) and the date of submission is reflected underneath each category.

Building and Fire Department inspections have been completed and there are no issues, concerns or deficiencies to be brought before the Selectmen.

The Wine, Malt and Cordials Restaurant Serving License for Franco's (license transfer), which the Board approved earlier this year and has not yet been granted by the ABCC, thus the previously established license must be renewed. Once the ABCC grants their approval, a new license for the new business will be issued. Both are enclosed for signature.

There were no infractions reported by the Police Department in 2019 and there are no concerns about renewal of the Keno license at Lavender.

Please also find attached a report from the Treasurer's Office regarding tax balances.

Sincerely,

Leila S. Frank  
Office Supervisor/Information Officer

## 2020 License Renewal Applications

Business Name (DBA)	Address	License Type(s)	Fee Paid	Tax Attest	Food Serv Req.	Insurance Rec'd	TIPS Cert	Bldg/Fire Dept
Danny's Wine & Spirits	474 Boston Post Road	AA Package	PARTIAL	11/16/2019		11/26/2019	11/26/2019	
Duck Soup	365 Boston Post Road, Suite 106 & 107	AA Package	PAID	11/8/2019		11/8/2019	11/8/2019	
Sperry's Fine Wine & Brew	435 Boston Post Road, Unit 6	W&M Package	PAID	11/26/2019		11/26/2019	11/26/2019	
Stony Brook Market	29 Hudson Road	AA Package	PAID	11/22/2019		11/22/2019	11/22/2019	
Sudbury Craft Beer	365 Boston Post Road, Suite 103	W&M Package	PENDING	11/27/2019		11/27/2019	11/27/2019	
Sudbury Farms	439 Boston Post Road	W&M Package	PAID	11/26/2019		11/26/2019	11/26/2019	
Sudbury Wine, Spirits and Provisions	410 Boston Post Road	AA Package	PAID	11/14/2019		11/14/2019	11/14/2019	
Acapulcos	694 Boston Post Road	AA Restrnt; CV	PAID	11/13/2019	11/13/2019	PENDING	PENDING	Approved
American Legion Post #191	676 Boston Post Road	AA Club; CV; Pool Table	PAID	11/26/2019	11/26/2019	11/26/2019	11/26/2019	Approved
Bosse Sports & Health Club	141 Boston Post Road	AA Restrnt; CV; Ent	PARTIAL	11/26/2019	11/26/2019	11/26/2019	11/26/2019	Approved
Bullfinch's	730 Boston Post Road	AA Restrnt; CV; Ent	PAID	11/12/2019	11/12/2019	11/12/2019	11/12/2019	Approved
Chili Basil	385 Boston Post Road	Wine & Malt w/Cordials; CV	PAID	11/18/2019	11/18/2019	11/18/2019	11/18/2019	Approved
CJ's Gourmet Pizza & Grill	29 Hudson Road, Suite 100	W&M Restrnt; CV	PAID	11/19/2019	11/19/2019	11/19/2019	PENDING	Approved
Conrad's Restaurant	120 Boston Post Road	AA Restrnt; CV	PAID	11/26/2019	11/26/2019	11/26/2019	11/26/2019	Approved
Da Vinci Bistro	457 Boston Post Road	AA Restrnt; CV	PAID	11/13/2019	11/13/2019	11/13/2019	11/13/2019	Approved
El Basha Grill & Bar	423 Boston Post Road, Suite 3	AA Restrnt; CV; Ent	PAID	11/22/2019	11/22/2019	11/22/2019	PENDING	Approved
Franco's Trattoria	365 Boston Post Road	Wine & Malt w/Cordials; CV	PENDING	11/19/2019	11/19/2019	11/19/2019	11/19/2019	Approved
Fugakyu Café	621 Boston Post Road	AA Restrnt; CV; Ent	PAID	11/26/2019	11/26/2019	11/26/2019	11/26/2019	Approved
Lavender Asian Cuisine	519A Boston Post Road	AA Restrnt; CV; Ent	PAID	11/27/2019	11/27/2019	11/27/2019	11/27/2019	Approved
Longfellow's Wayside Inn	72 Wayside Inn Road	AA Restrnt; CV/Innkeeper; Ent	PAID	11/20/2019	11/20/2019	11/20/2019	11/20/2019	Approved
Lotus Blossom	394 Boston Post Road	AA Restrnt; CV	PAID	11/18/2019	11/18/2019	11/18/2019	11/18/2019	Approved
Max and Leo's Artisan Pizza	470 North Road	AA Restrnt; CV	PAID	11/19/2019	11/19/2019	11/19/2019	11/19/2001	Approved
Oak Barrel Tavern	528 Boston Post Road	AA Restrnt; CV	PAID	11/7/2019	11/7/2019	11/7/2019	11/7/2019	Approved
Oishii Too Sushi Bar	365 Boston Post Road	W&M Restrnt; CV	PAID	11/21/2019	11/21/2019	11/21/2019	11/21/2019	Approved
Paani-Pure Indian Cuisine	Meadow Walk, Building 5, Unit 530A	AA Restrnt; CV	PAID	11/26/2019	11/26/2019	PENDING	PENDING	Approved
Riceberry	621 Boston Post Road	AA Restrnt; CV	PAID	11/22/2019	11/22/2019	11/22/2019	11/22/2019	Approved
Rossini's	418 Boston Post Road	W&M Restrnt; CV	PAID	11/18/2019	11/18/2019	11/18/2019	11/18/2019	Approved
Soul of India	103 Boston Post Road	AA Restrnt; CV	PAID	11/13/2019	11/13/2019	11/13/2019	11/13/2019	Approved
Twenty-Nine	29 Hudson Road, Suite 150	AA Restrnt; CV	PAID	11/25/2019	11/25/2019	PENDING	PENDING	Approved
Victory Cigar Bar	615 Boston Post Road, Store A, 102	AA Restrnt; CV	PAID	11/25/2019	11/25/2019	PENDING	PENDING	Approved
Dunkin' Donuts	378 Boston Post Road	CV	PAID	11/27/2019		11/27/2019		
Fairfield Inn by Marriott	738 Boston Post Road	CV/ Innkeeper	PENDING	PENDING		11/27/2019		
Karma Coffee	100C Boston Post Road	CV	PAID	11/19/2019		11/19/2019		
Mooyah	526C Boston Post Road	CV	PAID	11/12/2019		11/12/2019		
Papa Gino's	104 Boston Post Road	CV	PAID	11/7/2019		11/7/2019		
Peet's Coffee	534 Boston Post Rd, Building 2, Suite 201	CV	PENDING	PENDING		PENDING		
Petros' Pizzeria and Grill	730 Boston Post Road	CV	PENDING	PENDING		PENDING		
Shaw's; Store #2571	509 Boston Post Road	CV	PAID	11/12/2019		11/12/2019		
Starbucks	513 Boston Post Road	CV	PAID	PENDING		11/18/19		
Subway of Sudbury	423 Boston Post Road	CV	PAID	11/27/2019		11/27/2019		
Sudbury Coffee Works	15 Union Avenue	CV	PAID	11/12/2019		11/12/2019		
Sudbury Pizza	426 Boston Post Road	CV	PAID	11/12/2019		11/12/2019		
Whole Foods	536 Boston Post Road	CV; Ent	PENDING	11/27/2019		11/27/2019		
BMW of Sudbury	68 Old County Road	New/Used Car Class 1	PAID	11/13/2019		11/13/2019		
Jaguar Sudbury	83 Boston Post Road	New/Used Car Class 1	PAID	11/27/2019		11/27/2019		
Land Rover Sudbury	83 Boston Post Road	New/Used Car Class 1	PAID	11/27/2019		11/27/2019		
Mosher Auto Body	34 Station Road	Junk Car Class 3	PAID	11/4/2019		11/4/2019		
Station Road Auto Body	40 Station Road	Used Car Class 2	PAID	11/6/2019		11/6/2019		
Sudbury Sundries, Inc.	100 Boston Post Road	Used Car Class 2	PAID	11/27/2019		11/27/2019		

Attachment 12.b: 2020 License Renewal Applications (3555 : 2020 Annual License Renewals)

## Licensee Tax Report 2019

November 27, 2019

We have reviewed the list of applicants for 2020 license renewal and there are no current taxes due for any of these properties.

Thank you,



Dennis

Dennis J. Keohane, CPA  
Finance Director/Treasurer-Collector  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury MA 01776



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**MISCELLANEOUS (UNTIMED)**

**13: Citizen's comments**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's comments (cont.)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**MISCELLANEOUS (UNTIMED)**

**14: Upcoming agenda items**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM

**POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS**

<b>MEETING</b>	<b>DESCRIPTION</b>
<b>Dec. 10 (additional meeting)</b>	Vote to sign STM warrant which must be delivered to residents by Dec. 19
	Approve request for storage trailer at Sudbury Rug
	Discussion and possible vote on BOS financial policies
	Quarry North MEPA letter
	Historic Districts Commission appointments
	Update on Sewataro (Kristen Drummey to attend?)
<b>Dec. 17</b>	Vote to open 2020 Annual Town Meeting Warrant and call Town Meeting for Monday, May 4, 2020 at LSRHS Auditorium
	CSX Appraisal and BFRT quarterly update
	Formally dissolve Town Hall Blue Ribbon Committee and Vocational Education Guidance Committee
<b>Date to be determined</b>	Town Counsel 3-year evaluation
	Update from BOS Policy Subcommittee
	BOS social media policy
	Town meeting recap – year in review
	Liquor License request - Whole Foods
	Route 20 empty corner lot – former gas station
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Citizen Leadership Forum
	Town-wide traffic assessment and improve traffic flow
	Temporary Trailer permit - 150 Boston Post Road
	Wayside Inn Road Bridge
	Legal opinion on Bond Counsel
	Eversource double pole discussion
	Transportation Committee extension (January 2020)
	Future planning of Sewataro
	DLS discussion and possible presentation
<b>STANDING ITEMS FOR ALL MEETINGS</b>	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)
	Fairbank Community Center update (ongoing)
	Bruce Freeman Rail Trail (BFRT) update (quarterly)



SUDBURY BOARD OF SELECTMEN  
Tuesday, December 3, 2019

**CONSENT CALENDAR ITEM**

**15: Minutes approval**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 10/22/19 and 10/29/19.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 10/22/19 and 10/29/19.

Background Information:

*As of 11/27/19:*

*Attached redline minutes of 10/22 include edits from Selectmen Carty and Brown*

*Attached redline minutes of 10/29 include edits from Selectman Brown*

Financial impact expected:

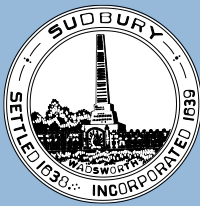
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**CONSENT CALENDAR ITEM**

**16: Approve acceptance of Fire Dept Grant**

REQUESTOR SECTION

Date of request:

Requestor: Fire Chief John Whalen

Formal Title: Vote to approve the acceptance of Emergency Management Performance Grant (EMPG) funds in the amount of \$4,600 for the purchase of a portable Accountability/Command board system to be used in times of emergency.

Recommendations/Suggested Motion/Vote: Vote to approve the acceptance of Emergency Management Performance Grant (EMPG) funds in the amount of \$4,600 for the purchase of a portable Accountability/Command board system to be used in times of emergency.

Background Information:  
Attached memo and EMPG grant

Financial impact expected:None - in-kind matching grant

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

12/03/2019 5:15 PM





John M. Whalen  
Fire Chief

## TOWN OF SUDBURY

### Fire Department

77 Hudson Road  
Sudbury, MA 01776  
Tel. (978) 440-5311  
Fax (978) 440-5305

November 19, 2019

To: Board of Selectmen

Subject: Grant Acceptance EMPG FY20

The Fire Department has been awarded an Emergency Management Performance Grant funded by the Department of Homeland Security. This grant is to provide funds for the purchase a portable Accountability/Command board system to be used in times of emergency by the Fire Department, Emergency Management and Emergency Shelter operations.

The total amount of the grant to be accepted is \$4,600.00, I request that the Board accept these funds.

Thank you

John M. Whalen

Fire Chief

Attachment 16.a: Fire Dept Grant (3571 : Approve acceptance of Fire Dept Grant)

2019 EMPG Application Template

**1. Entity Information:**

Community/Tribe (*only one POC needed for regional (multi-community) applications*):

Project Point of Contact: **Timothy E. Choate**

Title: **Assistant Fire Chief**

Email: **choatet@sudbury.ma.us**

Phone Number: **978-440-5312**

REQUIRED - Community/Tribe DUNS Number: **619726854**

Fiscal Point of Contact Name (*if different than above*):

Title:

Email:

Phone Number:

**For Regional applications, please identify all communities contributing EMPG funds towards this proposal and the amount of EMPG funds each is contributing:**

Jurisdictions that choose to contribute grant funds towards a regional project must submit an email to their respective MEMA Regional office stating that they: 1) support the project, and 2) identify the amount of funds that they will contribute towards the project. This email should come from the jurisdiction's EMD.

**2. Project Description:**

- a) Provide a description of your project, to include how the funds will be used and a description of the objectives:

**Sudbury Fire Department's goal will be to improve accountability and communications for emergency responses. There are two items that continuously appear in After Action Reports as contributing factors to problems occurring at emergency scenes. These would be Command & Control and Accountability. The fire department would like to obtain three transportable command/ accountability boards. Two would be utilized in command vehicles to be used directly at scenes with the other being available to be used in the emergency operation center. In addition, from past experience we recognize the need to identify functional assignments by a functional assignment vests. EMPG funding will also procure Functional assignments vests to help identify responsible individuals' roles.**

- b) For regional projects, please include how the project has a direct benefit to each community involved: **Because of the reliance of mutual aid, this equipment will be part of the mutual aid response equipment inventory when the command vehicles respond to emergencies out of town. This will assist regional communities, as well as the statewide Fire-EMS Mobilization Response with managing emergencies.**

- c) Identify the gap and/or capability you are seeking to address, sustain, or build:  
**Currently there is one "home-made" command board fixed into the Shift Commanders car. The other two will be replaced and are basically just white marker boards modified to help track fire companies only at fire scenes. As an all-hazards response agency we need to have the ability to manage any type of emergency event with multi-agency ability. Furthermore, we recently had a multi-jurisdictional long term event occur where there was confusion of who oversaw what. This could have easily been avoided if we had vests that identify functional assignments.**
- d) Provide details on how this project will enhance all-hazards preparedness, emergency management or otherwise benefit your community (the anticipated outcomes):  
**The current command/accountability system that is available for street use is designed strictly for fires. There is currently no formalized way beyond note pads to track accountability and command/control with the EOC. Having a proven accountability and command/control system will significantly improve those functions during emergency management issues here in Sudbury. The system we are looking at implementing is expandable and adaptable to address a myriad of emergency responses.**
- e) Identify below one (or more) of the 32 FEMA Core Capabilities that your project supports:

Planning	✓	Housing	
Cybersecurity		Forensics & Attribution	
Mass Care Services	✓	Community Resilience	
Infrastructure Systems		Critical Transportation	
Situational Assessment	✓	Economic Recovery	
Operational Coordination	✓	Interdiction & Disruption	
Fire Management and Suppression	✓	Risk Management for Protection Programs & Activities	
Fatality Management Services		Health & Social Services	✓
Operational Communications	✓	Natural & Cultural Resources	✓
Screening, Search & Detection		Physical Protective Measures	
Threats & Hazard Identification		Supply Chain Integrity & Security	
On-Scene Security, Protection & Law Enforcement	✓	Intelligence & Information Sharing	✓
Public Information & Warning		Long-Term Vulnerability Reduction	
Mass Search & Rescue Operations	✓	Access Control & Identity Verification	✓
Logistic & Supply Chain Management	✓	Risk & Disaster Resilience Assessment	
Environmental Response/Health & Safety	✓	Public Health, Healthcare, Emergency Medical Services	✓

- f) Identify below one (or more) of the six Massachusetts State Homeland Security Strategy (SHSS) Goals that your project supports:

Engage Stakeholders to Maintain, Enhance, Formalize, and Integrate the Various Components of the Homeland Security System into a Structure that Identifies and Guides Implementation of Homeland Security Strategy.	
Increase the ability to effectively provide prompt and accurate public information and alerts.	✓
Protect the Commonwealth from Intentional Acts of Violence and Terrorism.	
Enhance Resilience across the Commonwealth by Preparing for & Mitigating Against Acts of Terrorism, and Natural, Technological, & Intentional Hazards.	✓
Increase Capacity across the Commonwealth to Effectively Respond to Acts of Terrorism, and Natural, Technological, & Intentional Hazards.	✓
Enhance Capacity across the Commonwealth to Recover from Acts of Terrorism, and Natural, Technological, & Intentional Hazards.	✓

### 3. Budget

Insert Community/Tribe 2019 EMPG funding amount (for Regional projects, insert the total funding amount): \$ 4,600.00

Complete Table #1 below to include all activities to be completed by June 30, 2020:

Description of Each Proposed Expenditure	AEL # (as applicable)	For Equipment, Fixed or Portable	Quantity	Total Cost
Complete Tactron Command/accountability board with multi-hazard, multi-jurisdiction, multi-function tracking tags and holding tripod.	04AP-02-OAPT	Portable	3	3798.00
NIMS compliant ICS functional assignment vests	04AP-05-CDSS	Portable	18	792.00
			TOTAL	4590.00

As needed, complete Table #2 below to include all activities to be completed between July 1, 2020 and September 30, 2020:

Description of Each Proposed Expenditure	AEL # (as applicable)	For Equipment, Fixed or Portable	Quantity	Total Cost
TOTAL				

**4. Match**

- a) Insert match amount (must be equal to or greater than award amount): \$ 4,600.00
- b) Complete the Table below as applicable:

Match Description <sup>1</sup>	AEL # (as applicable)	Dates match will be provided	Quantity (if applicable)	Total Match to be Provided
Reverse 911 System	04AP-09-ALRT	JULY 1 2019	1	4600.00
TOTAL				4600.00

- c) Please provide confirmation that federal funds will not be used towards this match: NONE
- d) How will you document your match (invoices, cancelled check, payroll report showing breakout of EM stipend, etc.) INVOICES AND MUNIS REPORTS
- e) For in-kind match (e.g, volunteers), how will you determine the hourly rate and/or value of services? N/A

<sup>1</sup> Please **specify** the goods/services/other item(s) that will be used as your required match. As an example: "Local EM Budget" would NOT be an adequate description; "Municipal Reverse 911 costs from January-June" WOULD be an adequate description

Attachment 16.a: Fire Dept Grant (3571) : Approve acceptance of Fire Dept Grant

### Application Submission Checklist

All applicants must submit the following:

- Complete Application Template must be emailed to your respective **MEMA Regional email address by 9/30/19** (see page 2 for the email address)
- Complete 'SPARQ' form (see pgs 27-28 of the NOFO) must be submitted via email with your application template

As applicable, applicants may need to submit:

- 'EHP' Screening Forms must be emailed with your application template.
- 'ICIP' forms must be emailed with your application template.
- **For radio proposals:**
  - note whether the model(s) has an Advanced Encryption Standard (AES) or non-standard encryption. Radios with non-standard encryption must either have this removed or add standard encryption.
  - In addition, a vendor price quote (that includes the radio's make and model) must be included with your ICIP.
- If you are proposing to charge indirect costs, please provide – with your application - a copy of your current, approved indirect cost rate.
- For drone proposals, please refer to pg 8 on what items are needed with your application.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a): SUDBURY, Town of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency	
Legal Address: (W-9, W-4,T&C): 322 Concord Road, Sudbury, MA 01776-1850		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702-5399	
Contract Manager: Timothy Choate		Billing Address (if different): same	
E-Mail: choatet@sudbury.ma.us		Contract Manager: Carrie Clifton	
Phone: 978.440.5312	Fax:	E-Mail: carrie.clifton@mass.gov	
Contractor Vendor Code: VC6000191996		Phone: 508.820.1407	Fax: 508.820.2030
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): FY20EMPG190000SUDBU	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: FFY2019EMPG	

<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.  
 Commonwealth Terms and Conditions  Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.  
 **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)  
 **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$4,600.00

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_% PPD; Payment issued within 15 days \_\_% PPD; Payment issued within 20 days \_\_% PPD; Payment issued within 30 days \_\_% PPD. If PPD percentages are left blank, identify reason: \_\_agree to standard 45 day cycle \_\_ statutory/legal or Ready Payments (G.L. c. 29, § 23A);  only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)  
 Funding for this grant is provided via a Federal Fiscal Year 2019 Emergency Management Performance Grant (EMPG) award, CFDA #97.042 and has a required dollar-for-dollar match. By signing below, the sub-recipient will perform activities as stated in their approved 2019 EMPG application and in accordance with the attached DHS Terms and Conditions and MEMA-PMO Special Conditions.

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:  
 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.  
 2. may be incurred as of \_\_\_\_, 20 \_\_\_\_, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.  
 3. were incurred as of \_\_\_\_, 20 \_\_\_\_, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of **June 30, 2020**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached **Contractor Certifications** (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable **Commonwealth Terms and Conditions**, this Standard Contract Form including the **Instructions and Contractor Certifications**, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in **801 CMR 21.07**, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**  
 X: Maryanne Bilodeau, Date: 10/24/19  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: MARYANNE BILODEAU  
 Print Title: INTERIM TOWN MANAGER

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**  
 X: David Mahr, Date: 11/15/19  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: David Mahr  
 Print Title: Chief Administrative Officer

Attachment 16.a: Fire Dept Grant (3571) : Approve acceptance of Fire Dept Grant



## INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

## NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement:** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

## CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other:** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.



**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 1417; G.L. c. 29, s. 29F; G.L. c. 30, s. 39R; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 s. 26, s. 27 and s. 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, s. 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TJR 05-11; New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or

subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, s. 11, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or



property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontractors, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract, that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this

order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Issued May  
2004

## COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
MARIANNE BILODEAU	INTERIM TOWN MANAGER

I certify that I am the ~~President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel~~ for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date: 10/23/19

KP Law, P.C.

Title: Town Counsel

Telephone: 978-639-3384

Fax: 978-443-0756

Email: LAW@SUDBURY.MA.US

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Attachment 16.a: Fire Dept Grant (3571 : Approve acceptance of Fire Dept Grant)

**On Completing the Contractor Authorized Signatory List (CASL) Document:**

The person signing the contract must be authorized by the entity receiving the grant to sign contracts. The CASL document is the form used for this authorization.

This form must be completed by MEMA sub-recipients (the "Contractor") in order to process your contract.

The Contractor (i.e., the entity receiving this grant - Municipality, Tribe, etc) must provide a listing of individual(s) who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

The person signing the contract must be listed in the table on page 1 of the CASL.

The individual who authorizes the above-referenced individual(s) must be either a Mayor, Town Manager, President, CEO, CFO, Corporate Clerk, or Legal Counsel for the entity receiving the contract. This authorizing individual would provide their: signature, date, and requested contact information on page 1 of the CASL

The authorizing individual – unless they are the Mayor, Town Manager, President, CEO, CFO, Corporate Clerk, or Legal Counsel - cannot authorize himself/herself to sign the contract.

**MEMA must have the signed, original CASL in order to process contracts.**

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FFY 2018 EMPG must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326<sup>1</sup>. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If an applicant does not have documented procurement procedures, MEMA will not provide a contract. If an applicant's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

- 
1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (*applicant should state Yes or No*) Yes
  
  2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (*applicant should state Yes or No*) Yes

Name of person completing this form MARJORIE BILODEAU

Title INTERIM TOWN MANAGER

Signature Maryanne Bilodeau

Email BILODEAUM@SUDBURY.MA.US

Telephone 978-639-3385

Applicant Organization Name TOWN OF SUDBURY

<sup>1</sup> These regulations may be found in their entirety on the U.S. GPO's website here:  
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

**I. Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

**II. Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**III. USA Patriot Act of 2001**

All recipients must comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. section 175-175c.

**IV. Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**V. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix Xii, the full text of which is incorporated here by reference in the terms and conditions of your award.

**VI. Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**VII. Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. section 7104), located at 2 CFR Part 175.15, November 13, 2007. Full text of the award terms and conditions of your award.

**Terrorist Financing**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**VIII. SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**IX. Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide Award Terms and on Reporting Subawards and Executive Compensations located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

## Department of Homeland Security Terms and Conditions

X. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XI. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Publ. L. No 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are located at 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section 401.14.

XII. **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

XIII. **Non-supplanting Requirements**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

XIV. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XV. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XVI. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

XVIII. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

XIX. **Americans with Disabilities Act of 1990**



## Department of Homeland Security Terms and Conditions

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. section 12101–12213).

XX. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

XXI. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

XXII. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

XXIII. **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XXIV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XXV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. section 3729 -3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 38 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

XXVI. **Education Amendments of 1972 (Equal Opportunity in Education Act)–Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XXVIII. **Duplication of Benefits**

All costs allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

XXIX. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

XXX. **Debarment and Suspension**

## Department of Homeland Security Terms and Conditions

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180. These regulations restrict awards, Subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### XXXI. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

### XXXII. Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

### XXXIII. Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. section 100.201

### XXXIV. DHS Specific Acknowledgements and Assurances

All recipients, Subrecipient, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington D.C. 02528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

## Department of Homeland Security Terms and Conditions

**XXXV. Assurances, Administrative Requirements and Cost Principles**

DHS federal financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs or OMB Standard Form 424D Assurances – construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.C Part 200 and adopted by DHS at 2 CFR Part 3002.

**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## Special Terms, Conditions, and Reporting Requirements for EMPG, CCP, and HMEP Sub-Recipients

---

### Parties

The "Contractor" or "Sub-recipient" is an eligible public or private not-for-profit entity that has submitted an application for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

### Agreement

The Sub-recipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the attached application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Sub-recipient for all allowable costs incurred and to provide technical assistance and support required to carry out the purposes of the grant.

### Terms and Conditions

1. **Emergency Management Performance Grant (EMPG) and Citizen Corps Program (CCP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Homeland Security-Federal Emergency Management Agency (DHS/FEMA) and the Massachusetts Emergency Management Agency (MEMA) regarding use of the U.S. DHS-FEMA federal homeland security funding.
2. **Hazardous Material Emergency Preparedness (HMEP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Transportation – Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) and MEMA regarding use of the U.S. DOT-PHMSA funding.
3. Any substantive adjustment to a sub-recipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. Work or expenditures made outside an approved scope of work or budget may not be reimbursed.
4. Sub-recipients agree to be compliant with the National Incident Management System (NIMS).
5. Sub-recipients agree to comply with the following:
  - **2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**
  - **815 CMR 2.00: State Grants, Federal Grant Awards, Federal Subgrants, and Federal Subsidies**
6. **Federal Funding Accounting and Transparency Act (FFATA).** FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package for all contracts in excess of \$25,000.
7. **2 CFR 200 Subpart F Audit Reports, Subpart F Form.** (Replaces former A-133 Requirements). Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Sub-recipient agrees to submit a copy of any Subpart F audits reports as required by Subpart F. Sub-recipient further agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-contractor acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. Sub-recipient agrees to abide by OMB regulations and to submit the attached Subpart F acknowledgement form as part of this contract package.
8. **Sub-recipient Risk Assessment and Monitoring.** (Replaces former A-133 Monitoring Form). Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

9. **Internal Controls.** Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

10. **Procurement.** Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or repayments (See Sub-recipient Non-compliance).
11. **Procurement Contract provisions.** Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II and attached hereto.
12. **Disclosures.** Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.
13. Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effecting the federal award.
14. Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of U.S. DHS FEMA and/or U.S. DOT PHMSA.
15. **Press.** Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
16. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
17. **Application of Special Conditions to Sub-Recipient Grantees:** If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable DHS/FEMA, U.S. DOT, and MEMA special conditions.
18. **Reporting.** Sub-recipients agree to submit timely and accurate Close-Out and Match Reports as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
19. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the market place. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
20. **Copyright/Licenses.** The sub-recipient acknowledges that MEMA, DHS, and DOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal or state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) and rights of copyright to which a sub-recipient or sub-grantee purchases ownership with Federal support.
21. **Acknowledgement in Published Materials.** EMPG and CCP sub-recipients agree that any publication (e.g., written, visual, or sound) it or its contractors issue describing programs or projects funded in whole or in part with federal funds, contain the following statement:

"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily

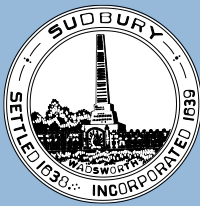
represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

22. **Acknowledgement in Published Materials.** HMEP sub-recipients agree that any publication (e.g., written, visual; or sound) it or its contractors issue describing programs or projects funded in whole or in part with federal funds, contain the following statement:  
  
"This document was prepared under a grant from U.S. DOT PHMSA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. DOT PHMSA."
23. **Disposal and sale of equipment purchased via federal grant funds.** Any proposed sale and/or disposal must adhere to current MEMA policy.
24. **User Fees.** Any proposed 'user fees' related to equipment, items, services, etc. acquired via DHS funding must be pre-approved by MEMA.
25. **Environmental Planning and Historic Preservation (EHP).** EMPG and CCP sub-recipients shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, which is done through MEMA.
26. **Equipment acquired with grant funds.** MEMA requires that equipment acquired with federal grant funds be tracked and tagged per current MEMA policy.
27. **Reporting of violations (fraud, waste, and abuse).** It is the responsibility of all grant sub-recipients and their respective agency personnel, grantees, and contractors under grants, to report to MEMA any alleged violations, serious irregularities, sensitive issues, or overt or covert acts that would use public funds or perform program or administrative requirements in a manner not consistent with grantor agency statutes, related laws and regulations, appropriate guidelines, or purposes or objectives of the grant.
28. **Internet Access.** Sub-recipients must have Internet access.
29. **Email addresses.** Sub-recipient project directors of grant programs must have individual email addresses.
30. **Sub-recipient Non-compliance.** Contractor, as sub-recipient, is subject to the federal and state regulations and related requirements set forth herein. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor as sub-recipient, or any of its contractors, regardless of previous approval by either FEMA or MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
31. **Monitoring.** Sub-recipients agree to cooperate with MEMA monitoring and site visits.
32. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
33. **Certifications (200.415).** To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties

for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

34. **Prior to acceptance of these terms and conditions**, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.
35. **The Contractor certifies** that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the subrecipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.



SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**CONSENT CALENDAR ITEM**

**17: Marlboro Road Culvert**

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: Vote to approve execution by the Interim Town Manager of Amendment No. 1 of the Woodard and Curran June 28, 2019 Agreement for Engineering Consulting Services for slope stabilization of the Marlboro Road Culvert; and further, to approve execution by the Interim Town Manager of the Agreement between the Town and Woodard and Curran for design and permitting services related to the revised Phase 3 Tasks in the amount of \$35,980, and any documents related thereto.

Recommendations/Suggested Motion/Vote: Vote to approve execution by the Interim Town Manager of Amendment No. 1 of the Woodard and Curran June 28, 2019 Agreement for Engineering Consulting Services for slope stabilization of the Marlboro Road Culvert; and further, to approve execution by the Interim Town Manager of the Agreement between the Town and Woodard and Curran for design and permitting services related to the revised Phase 3 Tasks in the amount of \$35,980, and any documents related thereto.

**Background Information:**

The Marlboro Rd. culvert contract in the amount of \$28,875 with Woodard & Curran was first slated to be for engineering services to stabilize the shoulder and embankment only. Subsequent to signing this contract, this summer we saw heavy rains which caused the shoulder and portions of the edge of the roadway to collapse into the stream. The DPW worked on-site directly with the engineer to stabilize the embankment and protect the road from further erosion immediately following the collapse. Therefore, no longer needing the remainder of the contract for the stabilization engineering services, we decided to issue an amendment reducing the price by \$7,630 to a total of \$21,245 and proceed with simply executing a new engineering/permitting services contract in the amount not to exceed \$35,980 for the complete redesign of this culvert. The DPW will cover the engineering services contract in its operating budget.

Financial impact expected:Funding available in DPW budget

Approximate agenda time requested:

Representative(s) expected to attend meeting:

**Review:**

- Patty Golden                      Pending
- Maryanne Bilodeau            Pending
- Jonathan Silverstein          Pending
- Daniel E Carty                   Pending
- Board of Selectmen              Pending

12/03/2019 5:15 PM



**AGREEMENT BETWEEN  
TOWN OF SUDBURY AND  
WOODARD & CURRAN**

THIS AGREEMENT for Engineering Consulting Services for design and permitting services of the Marlboro Road Culvert for the Town of Sudbury (hereinafter referred to as the "Project"), is made effective the \_\_\_\_\_ day of November, 2019, by and between Woodard & Curran with a usual place of business at 980 Washington Street, Suite 325, Dedham, MA 02026, hereinafter referred to as the "CONTRACTOR"), and the Town of Sudbury, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) Amendment issued, if applicable
- 2) This agreement for procurement between TOWN and CONTRACTOR
- 3) Attachment A – Exhibit A dated November 12, 2019
- 4) Drawings required for the project, if applicable
- 5) Copies of all required certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

**ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work outlined in Attachment A – Exhibit A dated November 12, 2019 attached and on the Contract Documents, and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

- (a) The work to be performed under this Agreement shall be commenced on the date of this contract and shall be entirely completed by June 30, 2020, unless otherwise extended by mutual agreement.
- (b) The CONTRACTOR shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.
- (c) The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may terminate this Agreement in accordance with the provisions hereof.

#### ARTICLE 4: THE CONTRACT SUM

The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum not to exceed \$35,980.

#### ARTICLE 5: PAYMENT

- (a) The TOWN shall make payment as follows:  
Payment within thirty days after receipt of an invoice, for work then fully completed and performed.
- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) The acceptance of final payment by the CONTRACTOR shall constitute a waiver of all claims by the CONTRACTOR arising under the Agreement.

#### ARTICLE 6: TERMINATION

- (a) The TOWN may suspend or terminate this Agreement by providing the CONTRACTOR with ten (10) days written notice for the reasons outlined as follows:
  - 1. Failure of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement.
  - 2. Violation of any of the provisions of this Agreement by the CONTRACTOR.
  - 3. A determination by the TOWN that the CONTRACTOR has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
- (b) In addition, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year, if applicable.
- (c) The TOWN shall also have the right to terminate this Agreement without cause, upon ten (10) days written notice to the CONTRACTOR. In the event that the Agreement is terminated pursuant to this subparagraph, the CONTRACTOR shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.
- (d) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 30 days after it is due.

**ARTICLE 7: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Sudbury:**  
Town Manager  
278 Old Sudbury Road  
Sudbury, MA 01776

**Contractor:**  
Woodard & Curran  
980 Washington Street, Suite 325  
Dedham, MA 02026

**ARTICLE 8. INSURANCE**

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain a commercial and general liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN as an additional insured on the policies. Commercial and General liability coverages shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.
- (c) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and, except worker's compensation, insurance shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (d) The CONTRACTOR shall indemnify and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability, asserted against the Town by a third party, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association but only to the extent caused by any negligent act or omission, of the CONTRACTOR, its subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions are in addition to any other remedies available to the Town, and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by

the CONTRACTOR under the Contract.

**ARTICLE 9: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

**ARTICLE 10: OWNERSHIP OF DOCUMENTS**

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to waive all claims against the CONTRACTOR and hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

**ARTICLE 11: STANDARD OF CARE**

The CONTRACTOR agrees to perform its work under this Contract, which the parties acknowledge consists solely of professional consulting services, in accordance with the degree of skill and care exercised by similarly practicing professionals performing similar services under similar conditions.

**ARTICLE 12: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by, and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts and shall be subject to all such laws and all other applicable by-laws and administrative rules, regulations and orders.

**ARTICLE 13: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

**ARTICLE 14: CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS; NON-COLLUSION CERTIFICATION**

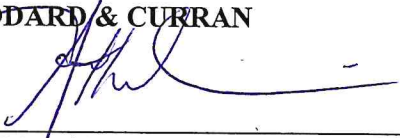
The undersigned CONTRACTOR certifies under the pains and penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, and that the services set forth

in Attachment A have been proposed and submitted in good faith and without collusion or fraud.

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

**WOODARD & CURRAN**




---

Scott J. Medeiros, PE, Vice President

Dated: 11/21/19

**TOWN OF SUDBURY**

\_\_\_\_\_  
Maryanne Bilodeau, Interim Town Manager

Dated: \_\_\_\_\_

Attachment 17.a: Phase 3 contract signed by W&C (3572 : Marlboro Road Culvert)

**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

40 Shattuck Road | Suite 110  
Andover, Massachusetts 01810  
www.woodardcurran.com

T 866.702.6371  
T 978.557.8150  
F 978.557.7948



## Exhibit A

### SCOPE OF SERVICES

Woodard & Curran (W&C) proposes to perform the required engineering design and regulatory permitting services **associated with the replacement of the Marlboro Rd Culvert** as outlined below.

#### Phase 3: Design and Permitting Services

Under this phase, Woodard & Curran will obtain permit approvals and develop construction-ready documents for the replacement of the deteriorating culvert structure. The services included are divided into the following four tasks:

##### *Task 1: Drainage Study*

Woodard & Curran will complete a small drainage study to evaluate the impacts of the replacement culvert on the upstream pond and downstream channels. A HydroCAD or other hydraulic model will be developed to size the culvert replacement structure for the 100-year storm event. Pre- and Post-Development models will be developed utilizing the Town's GIS database to determine contour data and impervious cover information to identify the contributing watershed. The findings of the study will be summarized in a Stormwater Management Memorandum to be used as supporting material for work completed under the *Task 3: Environmental Permitting*.

##### *Task 2: Design Plans and Specifications*

Under this task, Woodard & Curran will develop design plans and technical specifications for the proposed culvert replacement structure. The replacement culvert will be designed to meet the Massachusetts River and Stream Crossing Standards and the appropriate vehicle capacity in accordance with the latest American Association of State Highway and Transportation Officials (AASHTO) Design Specifications and the Massachusetts Department of Transportation (MassDOT), Highway Division, Standard Specifications for Highway and Bridges. Design drawings will be prepared using AutoCAD/Civil 3D software. The plans will be endorsed by a Massachusetts Registered Professional Civil Engineer. Woodard & Curran anticipates the following drawings will be prepared:

- Cover Sheet;
- General Notes & Legend;
- Existing Conditions, Erosion Control and Demolition Plan;
- Plan & Profile Sheet;
- Resource Area Impact Sheet
- Typical Sections & Details (2).

The sheet count is expected to be approximately seven (7). Additional sheets may be necessary depending upon regulatory review comments.

##### *Task 3: Environmental Permitting*

Woodard & Curran's team will utilize the design plans, drainage study and the resource area delineation report as supporting materials to prepare and file a Notice of Intent (NOI) with the Town of Sudbury



Conservation Commission and the Massachusetts Department of Environmental Protection (MassDEP). This task assumes that the NOI submittal will include the preparation of a narrative describing the project and any proposed alterations, preparation of Wetland Protection Act (WPA) Form 3 – Wetlands Notice of Intent, applicable figures, completion of abutter notifications, preparation of the legal notice and submittal of copies to the Town of Sudbury Conservation Commission and the MassDEP. Woodard & Curran's team anticipates attendance up to three (3) meetings or hearings with Town of Sudbury Conservation Commission or other regulatory agencies.

Woodard & Curran's team will also prepare and file a U.S. Army Corps of Engineers (ACOE), Federal Clean Water Act Section 404 Programmatic General Permit Self-Verification Notification Form.

#### *Task 4: Final Bid Documents and Cost Estimate*

Upon receipt of permit approvals, Woodard & Curran will develop construction contract documents based upon the Engineers Joint Contract Documents Committee standard and the CSI Master Format. Contract documents will include the following front-end specifications suitable for bidding:

- Division 00 - Procurement and Contracting Requirements, Introductory Information, Procurement Requirements, Contracting Requirements.
- Division 01 – General Requirements.

Woodard & Curran will provide the Town with final (100%) design package including drawings, contract documents and technical specifications. Woodard & Curran will accept comments for the final submittal, modify the design if necessary, and present the Town with final construction contract documents, stamped by a Licensed Professional Engineer. Woodard & Curran shall provide the final stamped design documents to the Town with one hardcopy and an electronic copy (PDF format).

Woodard & Curran will also prepare and provide the Town with an opinion of probable construction cost for the replacement of the culvert as part of the final (100%) design package submission.

#### **FEE ESTIMATE**

Woodard & Curran proposes to perform the work described within this proposal on a Lump Sum Basis, invoiced monthly based upon the percentage of work complete. Monthly invoices will include a summary of services provided during the invoice period. Woodard & Curran will provide engineering and regulatory permitting services described herein for a lump sum fee of **\$35,980**, inclusive of expenses. For informational purposes, the fee breakdown is as follows:

PHASE/TASK	DESCRIPTION	FEE	
		Task Subtotal	Phase Total
<b>Phase 3</b>	<b>Design and Permitting Services</b>		
Task 1	Drainage Study	\$8,000	
Task 2	Design Plans and Specifications	\$12,380	
Task 3	Environmental Permitting	\$8,200	
Task 4	Final Bid Documents and Cost Estimate	\$7,400	
	<b>Phase 3 Total</b>		<b>\$35,980</b>
<b>Total Amount for this Task Order</b>		<b>\$35,980</b>	



The following **assumptions** apply to the above budget and scope of services:

- The span of the proposed replacement culvert will be less than 10 feet; therefore, MassDOT Chapter 85 Review **will not** be required.
- Official Permit filing documentation shall be limited to ACOE Section 404 PGP "Self-Verification Notification Form" and MassDEP NOI form with associated documentation. Sediment sampling for water quality certificate shall **not** be required. It is assumed that the Town of Sudbury is exempt from filing fees.
- It is anticipated that total dredging/disposal will be less than 100 cubic yards, therefore a 401 Water Quality Certification (WQC) **will not** be necessary, as the activity will be covered under the final Order of Conditions issued by the conservation commission.
- The design as outlined in this scope will not trigger Massachusetts Environmental Policy Act (MEPA) review thresholds.
- Easements and right-of-entry for construction **may** be required and are not included in this scope of work.
- Bidding and construction administration services are **not** included in this scope of work.

#### SCHEDULE

Woodard & Curran's team is prepared to commence work on this assignment immediately upon notice to proceed. We understand the Town's urgency and are committed to assisting the Town of Sudbury with completion of this project.



AGREEMENT BETWEEN TOWN OF SUDBURY AND WOODARD & CURRAN  
AMENDMENT NO 1

The Agreement for Engineering Consulting Services for design and permitting services related to the Marlboro Road culvert replacement project for the Town of Sudbury effective June 28, 2019, is hereby amended as set forth below.

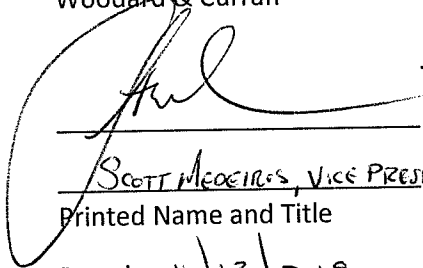
The Phase 2 tasks included in Attachment A to the Agreement –“ Exhibit A” dated June 17, 2019, and set forth as follows:

Phase 2, Task 1 Slope Stabilization Recommendations	\$6,800.00
Phase 2, Task 2 Emergency Repair Certification	\$4,100.00

are hereby changed to reduce the scope of Task 1 to include one site visit to observe summer 2019 slope failure and document for preliminary slope stabilization alternative for final culvert replacement design at a cost of \$3,270.00, resulting in a credit of \$3,530 and to delete Task 2 in its entirety resulting in a credit of \$4,100.00. The total credit in the amount of \$7,630 reduces the price of the contracted amount from \$28,875 to \$21,245.

The Contract Sum set forth in Article 4 of the Agreement is hereby amended to state:  
The TOWN shall pay the CONTRACTOR for the performance of this Agreement the sum not to exceed \$21,245.

ACCEPTED  
Woodard & Curran

  
 \_\_\_\_\_  
 SCOTT MCGEIR, VICE PRESIDENT  
 Printed Name and Title  
 Dated: 11/13/2019

ACCEPTED  
Town of Sudbury

\_\_\_\_\_  
 \_\_\_\_\_  
 Maryanne Bilodeau, Interim Town Manager  
 Dated: \_\_\_\_\_

Attachment 17.b: Amendment No. 1 signed by W&C (3572 : Marlboro Road Culvert)



## SUDBURY BOARD OF SELECTMEN

Tuesday, December 3, 2019

**CONSENT CALENDAR ITEM****18: Vote to purchase unit #28 6 Old County Rd under 40B**REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning &amp; Community Development

Formal Title: Vote to authorize the Chair of the Board of Selectmen to execute the Certificate of Compliance confirming the criteria for the purchase Unit # 28 in the Villages at Old County Road development at 6 Old County Road have all been met under the Chapter 40B program income guidelines and the dwelling unit's Affordable Housing Deed Rider as specified in the Certificate of Compliance.

Recommendations/Suggested Motion/Vote: Vote to authorize the Chair of the Board of Selectmen to execute the Certificate of Compliance confirming the criteria for the purchase Unit # 28 in the Villages at Old County Road development at 6 Old County Road have all been met under the Chapter 40B program income guidelines and the dwelling unit's Affordable Housing Deed Rider as specified in the Certificate of Compliance.

**Background Information:**

The Town of Sudbury is the Monitoring Agent for the affordable dwelling units in the Chapter 40B Villages at Old County Road development (6 Old County Road) and with that comes certain responsibilities. Unit # 28 in the development, an affordable dwelling unit, is being resold to another eligible household. The Regional Housing Services Office, through the Planning and Community Development Department, reviewed the eligibility documentation and certified the new buyer as qualified based on the Chapter 40B program income guidelines in October of 2019. The next step in advancing the resale transaction from the current owner to the new eligible purchaser is the execution of the Certificate of Compliance by the Town. The Certificate of Compliance confirms the criteria have all been met under the Chapter 40B program income guidelines and the dwelling unit's Affordable Housing Deed Rider. In the past, for resales of units in this development, the Chair of the Board of Selectmen has signed the Certificate of Compliance. The closing for this unit is scheduled for December 18, 2019. Attached to this request is the Eligibility for Purchase Certificate, the Certificate of Compliance for signature by the Chair, and the Certificate of Compliance for the seller of the unit from 2013.

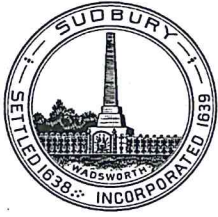
Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Maryanne Bilodeau	Pending



# Town of Sudbury

## Housing Trust

HousingTrust@sudbury.ma.us

Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776  
978-639-3387  
Fax: 978-443-0756  
www.sudbury.ma.us/housingtrust

October 23, 2019

To: Channel Baez  
Re: Eligibility for Purchase Certificate  
Property Address: 6 Old County Road, Unit # 28, Sudbury, MA (2BR)

Dear Channel:

The Town of Sudbury, as Monitoring Agent, has reviewed your eligibility documentation and certifies you as acceptable based on the Chapter 40B program income guidelines.

Your household income is below the maximum limit of \$80,300, 80% of the area median income, adjusted for a household of 3 for the area of Sudbury, MA, and your assets are within the established limit of \$75,000. Your household demonstrates it meets the first-time homebuyer requirements.

It is a condition of this Certificate that your deed has the Affordable Housing Restriction attached to it and made part of that deed.

The signature below represents evidence the Town of Sudbury, for the Villages at Old County Road development, has reviewed and certified you are eligible based on program and income guidelines, and information submitted. If more than ninety (90) days elapses between the execution of this Certificate and the final purchase of the unit, a new Certificate must be issued and your income and assets verified.

When you are ready to close on your mortgage loan (and at least two weeks prior to the closing date), please submit the following closing documents to the Regional Housing Services Office for review and approval:

- Copy of the signed Purchase and Sale Agreement
- Copy of the loan commitment letter
- Name, address, and contact information for the closing attorney
- Copy of the signed Homebuyer Disclosure Statement

Following review of these documents, the Town will prepare a Certificate of Compliance to be sent to the closing attorney, who is responsible for ensuring it gets recorded at the Registry of Deeds along with the Deed, Deed Rider, Non-Financial Mortgage, and the Resale Price Certificate.

If you have any questions about this process, please contact Elizabeth Rust at the Regional Housing Services Office at 978-287-1090 or Liz@RHSHousing.org.

Sincerely,

Adam L. Duchesneau, AICP  
Director of Planning & Community Development, Town of Sudbury

**Certificate of Compliance**

Re: Unit No. 28 of the Villages at Old County Road, Sudbury, MA

The undersigned Monitoring Agent hereby certifies as follows with respect to a certain Affordable Housing Deed Rider annexed to and made part of that certain Deed from Old County Road, LLC (“Grantor”) to Ke Xu and Qiuping P. Chen (“Grantee”) dated November 26, 2013, recorded with the South Middlesex Registry of Deeds in Book 62981, Page 577 with respect to the Property having an address of 6 Old County Road, Unit 28, Sudbury, Massachusetts 01776 (The Seller’s Affordable Housing Deed Rider):

1. The Property referred to herein is the Property described in the Seller’s Affordable Housing Deed Rider.
2. Channel Baez is the (check one)  **Eligible Purchaser**  Ineligible Purchaser of the Property.
3. The total consideration to be paid by the Purchaser to the Grantee for the purchase of the property is \$220,652. (The Maximum Resale Price for the Property \$ 215,270 + Resale Fee \$5,382 .
4. The Resale Price Multiplier to be used in subsequent transactions is 1.95. (Sales Price of \$220,652, Base Income Number of \$113,300.)
5. The conveyance of the Property by the Grantee to the Purchaser is in compliance with the rights, restrictions, covenants, and agreements contained in the Affordable Housing Deed Rider.
6. The Purchaser of the Property has executed an Affordable Housing Restriction Deed Rider with respect to the Property, which is identical in form and substance to the Seller’s Affordable Housing Deed Rider.
7. Upon conveyance of the Property by the Grantee to the Purchaser, the recording of the Affordable Housing Restriction Deed Rider executed by the Purchaser, and the recording of this Certificate of Compliance, the rights, restrictions, agreements, and covenants contained in the Seller’s Affordable Housing Restriction shall be null and void.
8. All defined terms used herein shall have the definition set forth in the Seller’s Affordable Housing Deed Rider unless otherwise defined herein.

\_\_\_\_\_  
Daniel E. Carty, Chairman, Sudbury Board of Selectmen  
Town of Sudbury

**Commonwealth of Massachusetts**

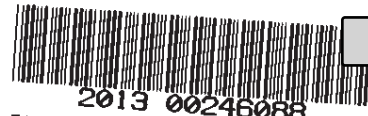
County of \_\_\_\_\_

Date \_\_\_\_\_

On this, \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, and acknowledged the foregoing instrument to be his/her free act and deed, in such capacity, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Attachment 18.a: BOS Agenda Request for 12-3 re VOCR Certificate of Compliance\_rev (3575 : Vote to purchase unit #28 6 Old County Rd under



91

**Certificate of Compliance**

Re: Unit No. 28 of the Villages at Old County Road, Sudbury, MA

The undersigned Monitoring Agent hereby certifies as follows with respect to a certain Affordable Housing Deed Rider annexed to and made part of that certain Deed from Old County Road, LLC ("Grantor") to Beth Nadel Dorfman ("Grantee") dated October 1, 2010, recorded with the South Middlesex Registry of Deeds in Book 55513, Page 273 with respect to the Property having an address of 6 Old County Road, Unit 28, Sudbury, Massachusetts 01776 (The Seller's Affordable Housing Deed Rider):

1. The Property referred to herein is the Property described in the Seller's Affordable Housing Deed Rider.
2. Ke Xu and Qiuping Chen is the (check one)  **Eligible Purchaser**  Ineligible Purchaser of the Property.
3. The total consideration to be paid by the Purchaser to the Grantee for the purchase of the property is \$179,170. (The Maximum Resale Price for the Property \$ 176,528 + Resale Fee \$2,642 .)
4. The Resale Price Multiplier to be used in subsequent transactions is 1.90. (Sales Price of \$179,170, Base Income Number of \$94,400.)
5. The conveyance of the Property by the Grantee to the Purchaser is in compliance with the rights, restrictions, covenants, and agreements contained in the Affordable Housing Deed Rider.
6. The Purchaser of the Property has executed an Affordable Housing Restriction Deed Rider with respect to the Property, which is identical in form and substance to the Seller's Affordable Housing Deed Rider.
7. Upon conveyance of the Property by the Grantee to the Purchaser, the recording of the Affordable Housing Restriction Deed Rider executed by the Purchaser, and the recording of this Certificate of Compliance, the rights, restrictions, agreements, and covenants contained in the Seller's Affordable Housing Restriction shall be null and void.
8. All defined terms used herein shall have the definition set forth in the Seller's Affordable Housing Deed Rider unless otherwise defined herein.

60 OLD COUNTY RD, UNIT 28, SUDBURY, MA

\_\_\_\_\_  
John C. Drobinski, Chairman  
Town of Sudbury Board of Selectmen

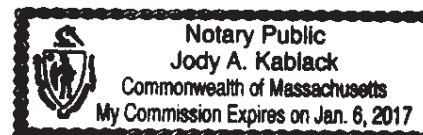
**Commonwealth of Massachusetts**

Middlesex, ss.

Date 11/20/13

On this, 20<sup>th</sup> day of November, 2013, before me, the undersigned notary public, personally appeared John C. Drobinski, proved to me through satisfactory evidence of identification, which were personal knowledge, and acknowledged the foregoing instrument to be his/her free act and deed, in such capacity, before me.

\_\_\_\_\_  
Notary Public Jody A. Kablack  
My Commission Expires: 1/6/2017



Return To:  
Cushner & Bloom, P.C.  
1170 Beacon Street  
Brookline, MA 02446